

## DEPARTMENT OF PERSONNEL ADMINISTRATION

### LABOR RELATIONS DIVISION

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SACRAMENTO, CA 95814-7243



The Department of Personnel Administration submitted the following Tentative Agreement to the Legislative Analyst and Members of the Legislature on June 26, 2006, along with a summary of its provisions.

To read a copy of that summary, [click here](#).



**Agreement between**

**STATE OF CALIFORNIA**

**and**

**~~CALIFORNIA STATE EMPLOYEES ASSOCIATION (CSEA)~~**

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) – Local 1000**

**covering**

**BARGAINING UNIT 21  
EDUCATION CONSULTANTS  
AND LIBRARY**

**Effective**

**~~July 3, 2003~~ July 1, 2005 through ~~June 30, 2005~~ June 30, 2008**

**CALIFORNIA STATE EMPLOYEES ASSOCIATION  
BARGAINING UNIT 21  
EDUCATION CONSULTANTS AND LIBRARY**

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## PREAMBLE

This MEMORANDUM OF UNDERSTANDING hereinafter referred to as the Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer pursuant to Sections 19815.4 and 3517 of the Government Code, and the ~~CALIFORNIA STATE EMPLOYEES' ASSOCIATION~~ SERVICE EMPLOYEES' INTERNATIONAL UNION, Local 1000 (Union of California State Workers), ~~SEIU, AFL/CIO,CLC~~, hereinafter referred to as ~~CSEA~~ SEIU Local 1000 or the Union, pursuant to the Ralph C. Dills Act (Dills Act) commencing with Section 3512 of the Government Code, and has as its purpose the promotion of harmonious labor relations between the State and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment including health and safety. The term "Contract" as used herein means the written Contract provided under Section 3517.5 of the Government Code.

The State further recognizes the professional nature of the duties and responsibilities of the Unit 21 employees in their contribution to the successful performance of the mission of State Government.

## ARTICLE 1 – RECOGNITION

- A. Pursuant to Public Employment Relations Board (PERB) Decision S-SA-SR-21, as amended by SA-AC-54-S, the State recognizes the Services Employees International Union, Local 1000 (Union of California State Workers), CSEA Local 1000, as the exclusive representative for the Education Consultants and Library Bargaining Unit, hereinafter referred to as Unit 21. Unit 21 consists of all employees in the job classifications listed by title in the Salary Schedule attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 21 shall be incorporated in the contract.
- B. Pursuant to Government Code Sections 19815.4 and 3517, the Services Employees International Union, Local 1000 (Union of California State Workers), CSEA, Local 1000, recognizes the Director of the Department of Personnel Administration (DPA) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in this Contract.
- C. The Services Employees International Union, Local 1000 (Union of California State Workers), CSEA agrees to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this Article.

## **ARTICLE 2 – UNION REPRESENTATION RIGHTS**

### **2.1 Union Representatives**

- A. The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives and/or Union staff on the following:
  - 1. The enforcement of this Contract;
  - 2. Employee discipline cases, including investigatory interviews of an employee who is the subject of a non-criminal investigation;
  - 3. Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board (PERB);
  - 4. Matters scheduled for hearing by the Board of Control;
  - 5. Matters pending before the State Personnel Board;
  - 6. AWOLs and appeals to set aside resignations;
  - 7. Discussions with management regarding denials of reasonable accommodation;
  - 8. DPA statutory appeals hearings.
- B. A written list of Union stewards, and elected bargaining unit council representatives broken down by department, unit, and designated area of representation, shall be furnished to each department and a copy sent to the State immediately after their designation. The Union shall notify the State promptly of any changes of such stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received.
- C. Area of Representation:

Union stewards “area of primary representation” is defined as an institution, office or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of representation for several small offices, departments, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to Step 3 of the Grievance Procedure, (Section 6.9).

### **2.2 Access**

Union stewards, Union staff, and/or elected bargaining unit council representatives may have access to employees to represent them pursuant to Section 2.1.A above. Access shall not interfere with the work of the employees. Union stewards, Union staff or elected bargaining unit council representatives seeking access to employees must notify the department head or designee in advance of the visit.

Access to bargaining unit employees shall not be unreasonable withheld; however, it may be restricted for reasons of safety, security, or patient care including patient privacy. If access is restricted, other reasonable accommodations shall be made.

### **2.3 Use of State Equipment**

- A. Union stewards shall be permitted reasonable use of State phones to make calls for Union representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.
- B. Union Stewards shall be permitted minimal and incidental use of State equipment for representational activities as defined in Article 2.1, if said equipment is available and utilized as a normal part of his/her duties. Such use of State equipment shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.
- C. Use of State equipment or the time used for activities permitted in this Section shall be subject to prior notification and approval by the employee's immediate supervisor.

### **2.4 Distribution of Union Information**

- A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards will be where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.
- B. The Union may, before or after work hours or during meal and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including patient privacy, other reasonable accommodation will be made in accordance with department procedures.
- C. The Union may continue to use existing employee mailboxes and in-baskets for distribution of literature. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other nonbusiness information.
- D. The Union agrees that any literature posted or distributed on site will not be libelous, obscene, defamatory, or of a partisan political nature.
- E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other nonbusiness purposes.
- F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.

## **2.5 Use of State Facilities**

The State will continue to permit use of certain facilities for Union meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required in advance, the Union shall reimburse the State for additional expenses such as security, maintenance and facility management costs, or utilities, incurred as a result of the Union's use of such State facilities.

## **2.6 Steward Time Off**

Upon request of an aggrieved employee, a Union steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with Section 2.1 a of this Contract, provided the employee represented is in the steward's designated area of representation. Release time for these purposes is subject to prior notification and approval by the steward's immediate supervisor. Upon mutual agreement of the parties, a reasonable number of additional stewards can also be granted reasonable time off under this section.

## **2.7 Employee Time Off**

Employees shall be entitled to reasonable time off without loss of compensation to confer with a Union representative on representational matters at the work site in accordance with Section 2.2 above during work hours, subject to the approval of the employee's supervisor.

## **2.8 Steward Protection**

The State shall be prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against Union stewards, or otherwise interfering with, restraining, or coercing Union stewards because of the exercise of any rights given by this Contract.

## **2.9 Union Information Packets**

Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that the Union is the recognized employee organization for the employee in said classification. The State shall present the employee with a packet of Union information which has been supplied by the Union.

## **2.10 Orientation**

- A. During any regularly scheduled orientation session for new employees, a Union staff member or designee shall be given the opportunity to meet with bargaining unit employees for 15 minutes for orientation of the employees to the Contract and the Union.
- B. In work locations not accessible to regularly scheduled departmental orientation, each new bargaining unit employee shall be given the opportunity to meet with a Union representative for 15 minutes during normal working hours for orientation to the Contract and the Union.

## **ARTICLE 3 – UNION SECURITY**

### **3.1 Organizational Security**

- A. The State agrees to deduct and transmit to the Union all membership dues authorized on a form provided by the Union. Effective with the beginning of the first pay period following ratification of this agreement by the Legislature and the Union, the State agrees to calculate, deduct and transmit to the Union Fair Share fees from State employees who do not have membership dues deductions for CSEA, SEIU Local 1000, based upon an amount or formula furnished by the Union for Fair Share fees deductions. The State further agrees to recalculate, deduct and transmit Fair Share fees to the Union based upon a revised amount or formula furnished by the Union for Fair Share fees deductions during the term of this agreement. The State and The Union agrees that a system of authorized dues deductions and a system of Fair Share fee deductions shall be operated in accordance with Government Code Sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8, subject to the following provisions:
1. When Fair Share Fees are in effect, an employee may withdraw from membership in the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller at any time. An employee who so withdraws his/her membership shall be subject to paying a Fair Share Fee, if such a fee is applicable.
  2. The Union agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this Article and the deductions arising therefrom.
  3. The Union agrees to annually notify all State employees in Unit 21 who pay Fair Share fees of their right to demand and receive from the Union a return of part of that fee pursuant to Government Code Section 3515.8.
  4. No provisions of this Article nor any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Contract.
  5. Should a recession election be successful, the written authorization for payroll deductions for Union membership shall remain in full force and effect during the life of this Contract except that any employee may withdraw from the Union by sending a signed withdrawal letter to the Union with a copy of the State Controllers Office within thirty (30) calendar days prior to the expiration of this Contract.

### **3.2 Release of Home Addresses**

#### **A. Home Addresses – Generally**

Consistent with PERB regulations and State law, the State shall continue to provide CSEA with home addresses on a monthly basis for all non-law enforcement related employees covered by this contract until it expires.

Notwithstanding any other provision of this agreement, any employee may have his/her home address withheld from CSEA at any time by submitting a written request to his/her appointing power on a form provided by the State.

#### B. Home Address Withholding by Non-Law Enforcement Related Employees

The State will no longer use an Employee Action Request form that provides Unit 21 employees who perform non-law enforcement related functions with the option of having their home address withheld from CSEA. Instead, employees who perform non-law enforcement related functions will, upon request on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from CSEA, or (2) to cancel a previous withhold request thereby permitting release of their home address to CSEA.

#### C. Home Address Mailings by the State

The State will mail CSEA information once per year to the home address of law enforcement-related employees, and non-law enforcement employees who have requested their home address be withheld from CSEA. Said material shall be provided by CSEA. The cost of this mailing shall be paid for by CSEA. CSEA agrees to hold the State harmless for any annual mail that does not reach Unit 21 employees.

#### D. Address Confidentiality

Employee work and home addresses shall be maintained as confidential by CSEA. CSEA shall take all reasonable steps to ensure the security of work and home addresses, and shall not disclose or otherwise make them available to any person, entity or organization. Employee addresses shall only be used by CSEA for representational purposes.

#### E. Nature of Material

CSEA agrees that any of its literature mailed to employees by the State will not be libelous, obscene, defamatory or of a partisan political nature or constitute a solicitation of any produce or service unrelated to representation by CSEA.

#### F. Costs Reimbursable

CSEA agrees to pay necessary and reasonable costs incurred by the State Controller's Office to produce the necessary name/home/work address tape file on a monthly basis.

#### G. Hold Harmless and Indemnification

Notwithstanding any other provision of this agreement, CSEA agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents harmless in defending challenges of any nature arising as a result of this section of the agreement.

## **ARTICLE 4 – STATE’S RIGHTS**

- A. Except for those rights which are expressly abridged or limited by this Contract, all rights are reserved to the State.
- B. Consistent with this Contract, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act and rules pertaining thereto, the procedures and standards of selection for employment and promotion, lay off, assignment, scheduling and training of employees; to determine the methods, means and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Contract, provided that any such rule shall be uniformly applied to all affected employees who are similarly situated.
- C. This Article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment nor limit the rights of State Civil Service employees provided by Article VII of the State Constitution or bylaws and rules enacted thereto. Any matters which concern the application of the merit principle to State employees are exclusively within the purview of those processes provided by Article VII of the State Constitution or bylaws and rules enacted thereto.



## **ARTICLE 5 – GENERAL PROVISIONS**

### **5.1 No Strike**

- A. During the term of this Agreement, neither the Union nor its agents nor any Unit 21 employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.
- B. The Union agrees to notify all of its officers, stewards, chief stewards and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this Section to return to work.

### **5.2 No Lockout**

No lockout of employees shall be instituted by the State during the term of this Contract.

### **5.3 Individual Agreements Prohibited**

The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits not covered in this Contract to any employee unless such action is with Union concurrence.

### **5.4 Savings Clause**

Should any provision of this Contract be found unlawful by a court of competent jurisdiction or be invalidated by subsequently enacted legislation, the remainder of the Contract shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

### **5.5 Reprisals**

The State and the Union shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of the exercise of their rights under the Ralph C. Dills Act, the California Whistleblower Protection Act or any right given by this Contract. The principles of agency shall be liberally construed.

### **5.6 Supersession and Incorporation**

The following enumerated Government Code Sections and all existing rules, regulations, standards, practices and policies which implement the enumerated Government Code Sections are hereby incorporated into this Contract. However, if any other provision of this Contract alters or is in conflict with any of the Government Code Sections enumerated below, the Contract shall be controlling and supersede said Government Code Sections or parts thereof and any rule, regulation, standard, practice or policy implementing such provisions. The Government Code Sections listed below are cited in Section 3517.6 of the Ralph C. Dills Act.

## A. Government Code Sections

### 1. General

- 19824 Establishes monthly pay periods.
- 19838 ~~Overpayment to employees.~~ Provides for methods of collecting overpayments and correcting payroll errors to employees.
- 19839 Provides lump sum payment for unused vacation accrued or compensating time off upon separation.
- 19888 Specifies that service during an emergency is to be credited for vacation, sick leave, and MSA.

### 2. Step Increases

- 19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.
- 19832 Establishes annual Merit Salary Adjustments (MSA's) for employees who meet standards of efficiency.
- 19834 Requires MSA payments to qualifying employees when funds are available.
- 19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSA's are denied due to lack of funds.
- 19836 Provides for hiring at above the minimum salary limit in specified instances.
- 19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded (Red Circle Rates).

### 3. Holidays

- 19853 Establishes Holidays
- 19854 Adds Personal Holiday.

### 4. Vacation

- 19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
- 19856.1 Allows DPA to establish rules for vacation accrual for absences of ten days or less.
- 19858.1 Establishes vacation earning rate.
- 19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

5. Sick Leave

- 19859 Defines amount earned and methods of accrual for full-time and part-time employees.
- 19861 Allows DPA to establish rules for sick leave accrual for absences of ten days or less.
- 19862 Allows for accumulation of sick leave.
- 19863 Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.
- 19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
- 19864 Allows the DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
- 19866 Allows rules to allow sick leave accumulation for non-civil service employees.
- 1991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

6. Uniforms, Work Clothes, and Safety Equipment

- 19850 Definitions
- 19850.3 DPA to determine need for uniform replacement
- 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
- 19850.5 Provides for initial issuance of required safety equipment at State expense. (Unit 1 and 11 Only)

7. Industrial Disability Leave (IDL)

- 19869 Defines who is covered.
- 19870 Defines "IDL" and "full pay".
- 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
- 19871.1 Provides for continued benefits while on IDL.
- 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.
- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
- 19874 Allows employees to receive Workers' Compensation benefits after exhaustion of IDL benefits.
- 19875 Requires three-day waiting period, unless hospitalized or disabled more than 14 days.

- 19876      Payments contingent on medical certification and vocational rehabilitation.
- 19877      Authorizes DPA to adopt rules governing IDL.
- 19877.1    Sets effective date.
- 8. Non-Industrial Disability Insurance (NDI)
  - 19878      Definitions.
  - 19879      Sets the amount of benefits and duration of payment.
  - 19880      Sets standards and procedures.
  - 19880.1    Allows employee option to exhaust vacation prior to NDI.
  - 19881      Bans NDI coverage if employee is receiving unemployment compensation.
  - 19882      Bans NDI coverage if employee is receiving other cash payment benefits.
  - 19883      Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
  - 19884      Filing procedures; determination and payment of benefits.
  - 19885      Authorizes DPA to establish rules governing NDI.
- 9. Life Insurance
  - ~~20796~~    ~~Provides for employer contributions.~~
  - 21600      Establishes group term life insurance benefits.
  - 21604      Provides for Death Benefit from PERS.
  - 21605      Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.
- 10. Health Insurance
  - ~~22816~~    Provides for continuation of health plan coverage during leave of absence without pay.
  - 22808
  - ~~22825~~    Provides for employee and employer contribution.
  - 22870
  - ~~22825.4~~   Sets employer contribution.
  - 22871
- 11. Workweek
  - 19843    Establishes Work Week Groups
  - 19851      Sets 40-hour workweek and 8-hour day.

## 12. Overtime

- 19844 Directs DPA to establish rules regarding cash compensation and compensating time off.
- 19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
- 19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.
- ~~19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.~~

## 13. Deferred Compensation

- 19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.

## 14. Relocation Expenses

- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

## 15. Travel Expenses

- 19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.
- 19822 Provides reimbursement to State for housing, maintenance and other services provided to employees.

## 16. ~~Unpaid~~ Leaves of Absence

- 19991 Allows release time for civil service examinations
- 19991.1 Allows leave without pay, not to exceed one year, assures right of return.
- 19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.
- 19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.
- 19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.

## 17. Performance Reports

- 19992 Allows the establishment of performance standards.
- 19992.1 Requires performance reports to be accurate.
- 19992.2 Requires the appointing power to prepare performance reports and show them to the employee.

- 19992.3      Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals, and promotional examinations as prescribed by DPA rule.

18. Involuntary Transfers

- 19841      Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 19994.1      Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.
- 19994.2      Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.

19. Demotion and Layoff

- 19997.2      Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.
- 19997.3      Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.
- 19997.8      Allows demotion in lieu of layoff.
- 19997.9      Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
- 19997.10      An employee displaced by an employee with return rights may demote in lieu of layoff.
- 19997.11      Establishes reemployment lists for laid-off or demoted employees.
- 19997.12      Guarantees same step of salary range upon recertification after layoff or demotion.
- 19997.13      Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.
- 19998      Employees affected by layoff due to management initiated changes should receive assistance in finding other placement in State service.
- 19998.1      State restriction on appointments.

20. Incompatible Activities

- 19990      Requires each appointment power to determine activities which are incompatible in conflict with or inimical to their employees' duties; provides for identification of and prohibits such activities.

## 21. Training

- 19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation technological or management initiated change.
- 19995.3 Provides for the Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

## 5.7 Non-Discrimination

- A. No State employee shall be discriminated against in State employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, sexual orientation, gender expression, gender identity, political affiliation, or physical or mental disability consistent with applicable State and Federal law.
- B. At the employee's discretion, allegations of discrimination or failure to provide reasonable accommodation for physical or mental disability may be subject to the grievance procedure up to the third level, or may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing or non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure in Article VI.

## 5.8 Sexual Harassment

- A. No State employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved, and shall post a statement of its commitment to this principle at all work sites.
- B. At the employee's discretion, allegations of sexual harassment may be subject to the grievance procedure up to the Director of the Department of Personnel Administration, or, may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing or non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure in Article 6.

## 5.9 Joint Labor Management Committee on Discrimination (JLMCD)

A. ~~Upon the request of the SPB, the A joint labor/management committee on discrimination will meet to discuss issues the committee recommendations from the December 2000 and November 2003 JLMCD Reports, submitted to the State Personnel Board (SPB), relating to maintaining a discrimination-free state workplace. The committee shall prioritize topics and prepare a report with recommendations on each issue listed below prior to commencement and discussion of the subsequent issue. Therefore the JLMCD shall discuss the following issues:~~

- ~~1. Departmental practices on upward mobility.~~
- ~~2. Departmental practices on the hiring and selection process.~~
- ~~3. Need for statewide uniform training programs relating to cultural and disability awareness, the discrimination complaint process, prohibitions against retaliation, and related topics.~~
- ~~4. Assess current remediation strategies which address employment discrimination in departments and make recommendations to improve practices.~~
- ~~5. ADA and issues related to persons with disabilities (including AB 2222 implementation).~~

B. ~~The committee's tasks shall be as follows:~~

- ~~1. Consult with the State Personnel Board (SPB) in regard to the relationship of discrimination to adverse actions, departmental equal employment opportunity programs, and current processes that deal with discrimination complaints.~~
- ~~2. Access available data that identifies and measures discrimination in the workplace.~~
- ~~3. Call upon experts in the field to help the committee analyze the extent of discrimination in the workplace as well as work with the committee to develop recommendations.~~
- ~~4. Develop resource material that supports a discrimination-free state workplace for use by departments and employees.~~
- ~~5. Provide the report findings and recommendations to the Director of the Department of Personnel Administration, the Director of the Civil Service Division of CSEA, and the Director of the State Personnel Board.~~
- ~~6. Interaction with SPB as SPB revises the section on EEO-related of it "Selection Manual" (Merit Manual), through joint review and drafting of relevant sections.~~
- ~~7. Review of data and reports on current status of disproportionate adverse actions for civil rights protected employee groups.~~

C. ~~The committee shall begin meeting within 60 days after ratification of this Contract. The committee shall meet on a quarterly basis. By mutual agreement of the committee chairs, State release time may be requested of the appointing authority or designee for necessary work to support the committee's efforts between quarterly meetings. Such release time shall not be unreasonably denied.~~



- ~~D. The State and the Union agree to work with the various hiring authorities regarding the implementation of existing agreed recommendations from the December 2000 JLMCD report that have not been implemented as of June 30, 2003 and implementation of the 2003 JLMCD report during the life of this contract.~~
- E. B. The committee will consist of five (5) an equal number of Union representatives who will represent SEIU Local 1000 and five (5) State representatives. Each bargaining unit may have one Union/employee representative on the committee. Selected members shall be representative of groups protected by the Federal and State civil rights legislation.
- C. Following a meeting convened by the SPB, the JLMC committee shall meet on a quarterly basis to discuss requests made of the JLMC by SPB. The State agrees that the Union representatives will be permitted 80 hours of release time during the 12 months following ratification of this contract to serve and participate on the committee without a loss of compensation. The committee will be co-chaired by one of the Union's representatives, along with a co-chair representing the State.

## **5.10 Labor/Management Committees**

Upon mutual agreement of the department head or designee and the Union, a Labor/Management Committee may be established to address specific or ongoing issues. Such committees may be established according to the following guidelines:

Such committees may be established according to the following guidelines:

1. The committees will consist of equal numbers of management representatives selected by the department head or designee and Union representatives selected by the Union.
2. Committee recommendations, if any, will be advisory in nature.
3. Labor/Management Committee meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure.
4. Employees who participate on such a committee will suffer no loss in compensation for attending meetings of the Committee.

## **5.11 Dignity Clause (New)**

The State is committed to providing a workplace where all employees, regardless of their classification or pay status, are treated by supervisors and managers in a manner that maintains generally accepted standards of human dignity and courtesy. Employees alleging they have not been treated accordingly may process a complaint up to the department head or designee.

## **ARTICLE 6 – DISPUTE RESOLUTION PROCEDURE**

### **6.1 Purpose**

- A. This grievance procedure shall be used to process and resolve grievances arising under this Contract and employment-related complaints,
- B. The purposes of this procedure are:
  - 1. To resolve grievances informally at the lowest possible level,
  - 2. To provide an orderly procedure for reviewing and resolving grievances promptly.

### **6.2 Definitions**

- A. A grievance is a dispute of one or more employees, or a dispute between the State and the Union, involving the interpretation, application, or enforcement of the express terms of this Contract.
- B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Contract and not under the jurisdiction of the State Personnel Board. Complaints shall only be processed as far as the department head or designee.
- C. As used in this procedure, the term “immediate supervisor” means the individual identified by the department head.
- D. As used in this procedure, the term “party” means the Union, an employee, or the State.
- E. A “Union representative” refers to an employee designated as a Union steward or a paid staff representative or a bargaining unit council member.

### **6.3 Time Limits**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

### **6.4 Waiver of Steps**

The parties may mutually agree to waive any step of the grievance procedure.

### **6.5 Presentation**

At any step of the grievance procedure, the State representative may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a Union steward, or both may attend without loss of compensation. A Union representative or job steward may request a meeting at the first or second step providing it causes no additional cost to the State.

## **6.6 Informal Discussion**

An employee's grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days the immediate supervisor shall give his/her decision or response.

## **6.7 Formal Grievance – Step 1 (Supervisor)**

- A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than:
  - 1. Thirty (30) calendar days after the event or circumstances occasioning the grievance, or
  - 2. Within seven (7) calendar days after receipt of the decision rendered in the informal grievance procedure.
- B. However, under no circumstances may the period in which to bring the grievance be extended beyond thirty (30) calendar days in (1) above.
- C. A formal grievance shall be initiated on a form provided by the State and shall be filed with a designated supervisor or manager identified by each department head as the first level of appeal
- D. Within fourteen (14) calendar days after receipt of the formal grievance, the person designated by the department head as the first level of appeal shall respond in writing to the grievant.
- E. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Contract.

## **6.8 Formal Grievance – Step 2 (Department Head or Designee)**

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within fourteen (14) calendar days after receipt to the Department Head or Designee as the second level of appeal. If the Department Head or Designee is the first level of appeal, the grievant may bypass Step 2 D.
- B. Within twenty-one (21) calendar days after receipt of the appealed grievance, the Department Head or Designee shall respond in writing to the grievant.
- C. No Contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Contract.

## **6.9 Formal Grievance – Step 3 (Department of Personnel Administration)**

- A. If the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within fourteen (14) calendar days after receipt to the Director of the Department of Personnel Administration or designee.

- B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievance.

## 6.10 Response

If the State fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

## 6.11 Formal Grievance - Step 4 (Arbitration)

- A. If the grievance is not resolved at Step 3 by the Director of the Department of Personnel Administration or Designee, within thirty (30) sixty (60) calendar days after receipt of the third level response, the Union shall have the right to submit the grievance to arbitration. If the grievance is not submitted to Arbitration within 30 calendar days after receipt of the third level response, it shall be considered withdrawn.

- B. Within fifteen (15) sixty (60) calendar days after the notice requesting arbitration has been served on the State the Union shall contact the State to mutually select an arbitrator. or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall, immediately and jointly, request the American Arbitration Association, State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to them a panel of ten (10) arbitrators from which the State and the Union shall alternately strike names until one name remains and this person shall be the arbitrator.

If the parties cannot mutually agree upon an arbitrator within thirty (30) calendar days after the request to select an arbitrator has been served, the Union may request the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to both parties a panel of nine (9) arbitrators.

Within fifteen (15) calendar days after receipt of the panel of arbitrators from the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service, the Union shall contact the State in writing and request to strike names from the panel. The parties shall have ten (10) business days to meet and alternately strike names until only one name remains and this person shall be the arbitrator.

- C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties, unless the parties mutually agree to a different arrangement.
- D. An arbitrator may, upon request of the Union and the State, issue his/her decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion, or award in writing and that a copy be provided.
- E. The arbitrator shall not have the power to add to, subtract from, or modify this Contract. Only grievances as defined in Section 6.2 A. of this Article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

~~F. An arbitration award interpreting any of the terms of this MOU thereafter shall be binding upon the Union and the State; provided, however, that in any subsequent arbitration between the parties involving an interpretation of the same term or terms of the MOU, the Arbitrator may determine whether, as a result of different facts, the prior arbitration award is relevant or determinative of the issue in such subsequent arbitration.~~

## **10.23 6.12 Health and Safety Grievances**

6.12 moved to 10.23

### **6.13 Grievance Review**

Upon request, the State shall meet monthly with the Union in an attempt to settle and resolve grievances. The parties shall agree at least two weeks prior to each meeting on the agenda and who shall attend.

### **6.14 AWOL Hearing Back Pay**

In any hearing of an automatic resignation (AWOL) pursuant to Government Code 19996.2, the hearing officer shall have the discretion to award back pay. Once adopted by Department of Personnel Administration, the hearing officer's decision with respect to back pay shall be final and is neither grievable nor arbitrable under any provision of this contract, nor may it otherwise be appealed to a court of competent jurisdiction. This provision does not alter or affect the right to bring a legal challenge or appeal of the other aspects of the hearing officer's decision as provided in law.

This does not otherwise limit or expand any other authority of the hearing officer under Government Code 19996.2.

### **6.15 Mini-Arbitration Procedure (New Section)**

The parties agree to participate in a pilot program of an expired (mini) arbitration process. The pilot program shall begin 90 days following ratification of this of reaching a tentative agreement by the membership and the legislature and continue for one year, after which it shall terminate unless extended by mutual agreement. The parties shall meeting following ratification of this after reaching a tentative agreement to determine the procedures necessary to implement this pilot program.

A. The grievances to be referred to this process shall be determined by mutual agreement only. The parties agree that this process shall be reserved for those cases of limited scope and limited impact. The parties agree that this process shall be used at least 4 times during the pilot period.

B. The arbitrator shall be mutually selected by the parties; if the parties cannot agree upon an arbitrator, the parties shall request the State Mediation and Conciliation service to furnish a list of nine arbitrators. The parties shall alternately strike names until one arbitrator remains.

C. The arbitration shall be conducted according to the following rules and the arbitrator shall be required to abide by them:

1. The arbitrator shall hear and decide as many grievances as can reasonably be presented in a normal work day.
2. Prior to the arbitration, the parties must mutually agree to the questions to be placed before the arbitrator or the case will not proceed through this section.
3. Only the grievant, hi/her union representative, appropriate steward, and one witness and no more than four (4) management representatives may appear at the hearing. Each party will designate no more than two (2) spokespeople per case to make an oral presentation.
4. The arbitrator shall make his/her decision solely on the written record in the grievance, the grievance response(s), and any oral or documentary presentation made at the arbitration proceeding. The presentations shall be time limited, consistent with the intent of this provision to hold multiple grievance reviews in a single day. Only the arbitrator may ask the other side questions and each side waves the right to cross-examine the other. There shall be no stenographic record or transcripts.
5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post hearing briefs shall not be submitted.
6. The arbitrator will issue a bench decision on each grievance. The decision of the arbitrator is final and binding, but shall have no precedential value whatsoever.
7. The arbitrator shall have no authority to add to, delete, or alter any provisions of this MOU, or any agreements supplementary thereto, but shall limit the decision to the application of the MOU to the facts and circumstances at hand.
8. The parties are limited at the expedited arbitration to presenting only the facts, documents, and arguments presented during the lower levels of the grievance process and ~~any~~ either party may also introduce new documents or facts provided that such materials are submitted to the other party at least ~~20~~ 10 days prior to the hear.

D. The arbitrator shall be paid a flat fee for each day of the hearing, without regard to the number of cases presented during that day's hearing. Each party shall pay one-half of the arbitrator's charges.

## ARTICLE 7 – HOLIDAYS

### 7.1 Holidays

- A. Full-time and part time employees, shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.
- B. Holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25. The holidays are observed on the actual day they occur with the following exceptions:
  - 1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
  - 2. When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
  - 3. If an employee's work schedule encompasses four (4) or more hours on the holiday, the employee will be compensated in accordance with this Article. An employee shall receive compensation for only the observed or actual holiday, not both.
- C. Upon completion of six (6) months of his/her initial probationary period in State service, a full-time or part-time employee shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-time and part-time employee on the first day of July.
- D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the holiday on a straight time (hour-for-hour) basis.
- E. The department head or designee shall make a reasonable effort to grant an employee use of his/her personal holiday on the day of his/her desire subject to operational need.
- F. When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If an employee is required to work on an observed holiday, the employee shall be compensated at a premium rate in accordance with paragraph G, I or J below.
- G. When a full-time employee in Work Week Group 2 is required to work on an observed holiday, the employee shall receive eight hours of holiday credit and one and one-half (1-½) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion.

- H. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.
- I. Work Week Group E: When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If the employee is required to work on an observed holiday the employee shall receive eight hours of holiday credit and four hours of informal time off.
- J. Part time employees in Work Week Group 2 who are required to work on an observed holiday shall be entitled to compensation as follows: a pro-rated amount of holiday credit as specified in paragraph L below, and one and one-half (1-1/2) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or CTO. The method of compensation shall be at the State's discretion.
- K. Employees in Work Week Group 2 who are required to work overtime on a holiday shall be paid for all hours worked in excess of forty (40) hours in a regular workweek in accordance with the provisions of Section 19.1, in addition to the premium rate described in paragraphs G or J above.
- L. Employees shall receive compensation for holidays in accordance with the chart in Appendix B.

An employee can only earn up to a maximum of eight (8) hours holiday credit per holiday, regardless of the number of positions the employee holds within State service.
- M. Holiday Credit may be requested and taken in fifteen (15) minute increments.
- N. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.
- O. Upon termination from State employment, an employee shall be paid for unused holiday credit.
- P. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's scheduled workday, the employee shall have the option to request the use of annual leave, accrued vacation, holiday credits, personal leave or CTO time, in order to secure the day off. The department head or designee shall make a reasonable effort to grant an employee the day off subject to operational need.
- Q. In the interest of harmonious labor relations, the parties agree to settle the following grievance by compensating employees in CSEA represented bargaining units who worked March 31, 2001, Cesar Chavez Day, with premium payment (1-1/2 the hourly rate) for the hours they worked. These employees already received straight time compensation and holiday credit for the holiday. If they haven't received the additional half of their hourly rate, they shall receive this compensation within 60 days of this MOU's ratification by both parties. The following grievances are therefore withdrawn and settled:



Cesar Chavez Day (all units)

DPA Grievance #00-11-0009

## ARTICLE 8 – LEAVES

### 8.1 Vacation/Annual Leave

- A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this section shall receive a one-time vacation bonus of forty-two (42) hours of vacation credit. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following month as follows:

7 months to 3 years	7 hours per month
37 months to 10 years	10 hours per month
121 months to 15 years	12 hours per month
181 months to 20 years	13 hours per month
20 years and over	14 hours per month

Q. An employee who returns to State service after an absence of six (6) months or longer, caused by a permanent separation, shall receive a one-time vacation credit on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.

B. Employees may elect to enroll in the Annual Leave program to receive annual leave credit in lieu of vacation and sick leave credits. Enrollment into and out of the Annual Leave Program will occur annually during an open enrollment period during the month of April. All enrollments must be received by the employee's personnel office from April 1 to April 30. The effective date of the election shall be the first day of the June pay period.

C. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:

<u>1 month to 3 years</u>	<u>11 hours per month</u>
<u>37 months to 10 years</u>	<u>14 hours per month</u>
<u>121 months to 15 years</u>	<u>16 hours per month</u>
<u>181 months to 20 years</u>	<u>17 hours per month</u>
<u>241 months and over</u>	<u>18 hours per month</u>

D. Employees, who elect to move to the vacation and sick leave programs, will have their accrued annual leave balances converted to vacation. Employees shall have the continued use of any sick leave accrued as the effective date of this agreement.

~~C. Employees working less than full-time accrue vacation in accordance with the chart shown in Section 7L of this contract.~~

~~B. E.~~ A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn vacation/annual leave credits as set forth above under Item A. ~~above or C respectively.~~ Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.

F. Part-time and hourly employees shall accrue proportional vacation/annual leave credits, in accordance with the chart shown in Section 7 L. of this Contract.

G. Vacation/Annual Leave accrual for employees in multiple positions will be computed by combining all positions, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.

H. Annual leave that is used for the purposes of sick leave is subject to the requirements set forth in Article 8.2, Sick Leave, of this Contract.

~~I. The time when annual leave shall be taken by the employee shall be determined by the department head or designee.~~

~~D I.~~ Workweek Group 2 employees may use take ~~Vv~~ Vacation/annual leave credits may be taken in fifteen (15) minute increments.

~~E. J.~~ Workweek Group 2 employees are authorized to use existing fractional vacation/annual leave hours that may have been accumulated.

~~G. K.~~ Subject to operational needs, the time when vacation/annual leave shall be taken by the employee shall not be unreasonably denied. Employee vacation/annual leave requests shall be submitted and granted or denied in writing in a timely manner. Vacations/annual leave can only be cancelled when unanticipated operational needs require it.

~~H. L.~~ Vacation/Annual Leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation/annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation/annual leave period in order of seniority (defined as total months of State service in the same manner as vacation/annual leave is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation/annual leave schedules, which have been established in a work unit, pursuant to the seniority provisions in this Article, shall not be affected by employee(s) entering the unit after the schedule has been established.

~~I. N.~~ By June 1 of each calendar year those employees whose vacation/annual leave balance exceeds, or could exceed by December 31, the vacation/annual leave cap of Subsection 8.1 ~~J M.~~ must submit to their supervisor for approval a plan to use vacation/annual leave to bring their balance below the cap. If the employee fails to submit a plan, or adhere to an approved plan, the department head or designee has the right to order an employee to take sufficient vacation/annual leave to reduce the employee's vacation/annual leave balance or potential balance on December 31 below the cap specified in Subsection 8.1 ~~J M.~~

~~O. If on January 1 of each year an employee's vacation/annual leave bank exceeds the cap in Subsection M., the department may order the employee to take vacation/annual leave.~~

~~J.M.~~ If an employee does not use all of the vacation/annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation/annual leave credits to the following calendar year to a maximum of ~~400 hours~~ six hundred forty (with Annual Leave 640) hours. A department head or designee ~~shall~~ may permit an employee to carry over more than ~~400 hours~~ six hundred forty (with Annual Leave 640) hours of accrued vacation/annual leave hours if an employee was unable to reduce his/her accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking vacation/annual leave until December 31 because of sick leave; or (5) was on jury duty.

F. P. Upon termination from State employment, the employee shall be paid for accrued vacation/annual leave credits for all accrued vacation/annual leave time.

## 8.2 Sick Leave

A. As used in this section, "sick leave" means the necessary absence from duty of an employee because of:

1. Illness or injury, including illness or injury relating to pregnancy.
2. Exposure to a contagious disease which is determined by a physician to require absence from work.
3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, son, daughter, brother, or sister, or any person residing in the immediate household. Such absence shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee shall earn eight (8) hours of credit for sick leave with pay.

- C. Credit for less than full-time employees shall be computed as follows:
1. Part-time employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay in accordance with Appendix B.
  2. Multiple positions under this rule:
    - a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position;
    - b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for (8 hours per pay period) full-time employment credit.
- D. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner's verification. The State recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the general nature of the employee's illness or injury and prognosis (i.e., the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of his/her normal work assignment and anticipated future absences). If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.
- E. An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when:
1. The employee has a demonstrable pattern of sick leave abuse; or
  2. The supervisor believes the absence was for an unauthorized reason.
- F. Sick leave may be accumulated without limit.
- G. Sick leave may be requested and taken in fifteen (15) minute increments.
- H. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently reemployed cannot be credited with any unused sick leave accumulated prior to the employee's separation and the full-time employee must complete one month of continuous service before being granted one day of sick leave credit. In addition, when a full-time employee has a break in the continuity of employment because of a permanent separation of less than six (6) months or because of a temporary separation, the full-time employee's prior unused sick leave balance is restored.

- I. When an employee's sick leave balance is zero, other leave credits such as annual leave, vacation, CTO, PLP, personal holiday, or holiday leave may be substituted with the supervisor's approval, and shall not be unreasonably denied.

### **8.3 Bereavement Leave**

- A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, child, sister, brother, stepchild, grandchild, grandparent or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.
- B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of his/her grandchild, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. Such bereavement leave shall be authorized for up to three (3) eight-hour days in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.
- C. If the death of a person as described above requires the employee to travel over 400 miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued leave. Should additional leave be necessary, the department head or designee may authorize the use of existing leave credits or authorized leave without pay.
- D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for Bereavement Leave in accordance with the Sick Leave provision of this agreement.
- E. Fractional time base (part-time) employees will be eligible for bereavement leave on pro rata basis, based on the employees' fractional time base.

### **8.4 Parental Leave**

- A. A female permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery therefrom or care for the newborn child for a period not to exceed one (1) year. The employee shall provide medical substantiation to support her request for pregnancy leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.

- B. A male spouse, male parent, or domestic partner that has been defined and certified with the Secretary of State's office in accordance Family Code Section 297 who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one (1) year to care for the newborn child. The employee shall provide medical substantiation to support the request for parental leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.
- C. If the request for parental leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.
- D. During the period of time an employee is on parental leave, he/she shall be allowed to continue their health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

## 8.5 Adoption Leave

- A. A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed one (1) year. The employee may be required to provide substantiation to support the employee's request for adoption leave.
- B. During the period of time an employee is on adoption leave, he/she shall be allowed to continue their health, dental and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.
- C. Existing leave credits may be used for the purpose of assuming custody of the adopted child.

## 8.6 Union Leave

- A. The Union shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (Union leave) for a Union bargaining council representative, steward, or chief job steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. A Union leave may also be granted during the terms of this Contract agreement at the discretion of the affected department head or designee in accordance with the following:
  - 1. The Union leave shall normally be requested on a State approved form fourteen (14) calendar days prior to the date of the leave.
  - 2. The Union leave request form shall be signed by either the Civil Service Division Director or the Deputy Director SEIU President or designee and no other signature will be honored by the State. A written list of designee(s) shall be furnished to the Department of Personnel Administration.

- ~~2.~~ 3. A Union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
- ~~3.~~ 4. The Union agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to 35 percent (35%) of the affected employee's salary, for all the time the employee is off on a Union leave- within 60 days of billing. Disputes regarding reimbursement shall be resolved through the arbitration process.
- ~~4.~~ 5. The affected employee shall have no right to return from a Union leave earlier than the agreed upon date without the approval of the employee's appointing power.
- ~~5.~~ 6. Except in emergencies or layoff situations, a Union leave shall not be terminated by the department head or designee prior to the expiration date.
- ~~6.~~ 7. Employees on a Union leave shall suffer no loss of compensation or benefits.
- ~~7. Whether or not time for a Union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.~~
8. Employees on Union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.
9. In the event an employee on a Union leave, as discussed above, files a Workers' Compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a Union leave, the Union agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

## **8.7 Unpaid Leave of Absence**

- A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in Subsection c. below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
- C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:
  1. Union activity;
  2. for temporary incapacity due to illness or injury;



3. to be loaned to another governmental agency for performance of a specific assignment;
  4. to seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
  5. education; or
  6. research project.
  7. personal or family matters, or
  8. run for public office.
- D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.
- E. A leave of absence shall be terminated by the department head or designee (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least thirty (30) workdays prior to the effective date of the revocation.

## **8.8 Jury Duty**

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for such time off, the employee is required to remit to the State jury fees received. When night jury service is required of an employee, the employee shall be allowed time off without loss of compensation for such portion of the required time that coincides with the employee's normal work schedule. This includes necessary travel time. The State may adjust the employee's work schedule to accommodate jury duty requirements.
- B. An employee shall notify his/her supervisor immediately upon receiving notice of jury duty.
- C. If an employee elects to use accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees.
- D. For purposes of this Section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals or other out of pocket expenses.
- E. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, paragraphs C. and D. apply.

## **8.9 10-12 Leave**

- A. A department head may, upon the request of an employee, grant a leave of absence not to exceed two consecutive pay periods during the period designated by the department head for release from performance of duties to full-time permanent or probationary employees.

- B. Leaves of absence granted under the provisions of these rules shall be counted as qualifying service for merit and special in-grade salary adjustments, for seniority, and for computation of months of total State service to determine a change in the monthly credit for vacation leave. For all other purposes, leaves of absence granted pursuant to this Section shall not be counted as qualifying service.
- C. All Unit 21 employees may request to utilize the 10-12 plan.
- D. Any denial of the 10-12 plan shall be accompanied by a reason in writing.
- E. An employee returning from 10-12 leave shall have the right to return to his/her former position. The term "former position" is defined in Government Code Section 18522.

### **8.10 Release Time for State Personnel Board Hearings**

- A. Upon two working days advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either (1) a party to the hearing proceedings, e.g., an appellant, or (2) is specifically affected by the results of the hearing and has been scheduled to appear or testify by the State Personnel Board. The State shall attempt to accommodate a shift change request from an employee involved in (1) or (2) above on the day of an SPB hearing.

### **8.11 Non-Industrial Disability Insurance**

- ~~A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to nonwork-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.~~
- ~~B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60% of their full pay, not to exceed \$135 per week, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days.~~
- ~~C. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home for at least one full day. A full day is defined as a 24-hour period starting at midnight.~~
- ~~D. If the employee elects to use vacation, annual leave, personal leave, or sick leave credits prior to receiving NDI payments, he or she is not required to exhaust the accrued leave balance.~~
- ~~E. Following the start of NDI payments an employee may, at any time, switch from NDI to sick leave, vacation leave, annual leave, personal leave, or catastrophic leave but may not return to NDI until that leave is exhausted.~~

~~F. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to their full-time work during the period of his or her disability, may upon the discretion of his or her appointing power work those hours (in hour increments) which when combined with the NDI benefit will not exceed 100% of their regular "full pay." This does not qualify the employee for a new disability period under b. of this article.~~

~~The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.~~

~~G. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.~~

~~H. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.~~

~~I. All other applicable Department of Personnel Administration laws and regulations not superseded by these provisions will remain in effect.~~

~~J. Upon approval of NDI benefits, the State may issue an employee a salary advance if the employee so requests.~~

~~K. All appeals of a denial of an employee's NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to the denial of an individual's benefits.~~

## **8.12 Transfer of Leave Credits, Work and Family Program**

The parties agree with the importance of family members in the lives of State employees, as recognized by the Joint Labor/Management Work and Family Advisory Committee.

A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, and/or holiday credit) shall be transferred between family members, in accordance with departmental procedures, for issues relating to Family Medical Leave, parental leave or adoption leave as indicated in the relevant articles of this agreement. Donations may be made by a child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's Office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household.

- B. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with the departmental policies, when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's Office in accordance with Family Code Section 297 spouse's or domestic partner's parent, brother, sister, or other person residing in the immediate household.
- C. For the purposes of transferring leave credits the following definitions shall apply:
  - 1. Sick leave credits cannot be transferred;
  - 2. The receiving employee has exhausted all leave credits;
  - 3. The donations must be a minimum of one (1) hour; and thereafter, in whole hour increments and credited as vacation or annual leave.
  - 4. Personal holiday must be transferred in one day increments (Personal holiday donations shall be made pursuant to the donating employee's time base);
  - 5. Transfer of annual leave, personal leave, vacation, CTO, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
  - 6. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
  - 7. Donations shall be made on a form to be supplied by the State, signed by donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;
  - 8. This section is not subject to the Grievance and Arbitration Article of the Contract.

### **8.13 Catastrophic Leave: Natural Disaster**

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, vacation, personal leave, annual leave, personal holiday and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with departmental policies, under the following conditions:

- A. Sick leave credits cannot be transferred.
- B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence.
- C. The receiving employee has exhausted all vacation, annual leave, or CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor.

- D. The donations must be a minimum of 1 hour thereafter, in whole hour increments and credited as vacation.
- E. Personal holiday must be transferred in one day increments. (Personal holiday donations shall be made pursuant to the donating employee's timebase.)
- F. Transfer of annual leave, vacation, personal leave, CTO, personal holiday, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- G. The total leave credits received by the employee shall normally not exceed 3 months; however, if approved by the appointing authority, the total leave credits received may be 6 months.
- H. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor.
- I. This section is not subject to the Grievance and Arbitration Article of this Contract.

#### **8.14 Leave Credits Upon Transfer in State Service**

All employees in Unit 21 shall, upon transfer between appointing powers in State service, transfer with all accumulated leave credits, except CTO credits, which shall be utilized or cashed out at the appointing power's discretion.

#### **8.15 Personal Leave Program: 1992 and 2003**

- A. Personal Leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use Personal Leave must be submitted in accordance with departmental policies on vacation or annual leave. Employees may not be required to use Personal Leave credits.
- B. At the discretion of the State, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal Leave payment is made. It is understood by both parties that the application of this cash-out provision may differ from department to department and from employee to employee. Departments shall consider an employee's request to retain leave credits for future use rather than have the leave cashed out. Upon termination from State employment, the employee shall be paid for unused Personal Leave credits in the same manner as vacation or annual leave. Cash-out or lump-sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the Department of Finance, for the Personal Leave Program, departments will offer employees the opportunity to cash out accrued Personal Leave. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, Department of Personnel Administration Deferred Compensation Program as permitted by federal and state law.

- C. If any dispute arises about this Personal Leave section, an employee may file a grievance and the decision reached at Step 3 (Department of Personnel Administration) of the grievance procedure shall be final and not subject to the arbitration clause of this agreement.
- D. An employee may request, due to personal hardship, all or a portion of unused Personal Leave credits to be cashed out at the employee's salary rate at the time the Personal Leave payment is made. Upon termination from State employment, the employee shall be paid for unused Personal Leave credits in the same manner as vacation leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement.

## **8.16 Industrial Disability Leave**

- A. Employees who suffer an industrial injury or illness and would otherwise be eligible for temporary disability benefits under the Labor Code will be entitled to Industrial Disability Leave as described in Article 4 of the Government Code, beginning with section 19869. Industrial Disability Leave will be paid in lieu of temporary disability benefits.
- ~~A. B. For periods of disability commencing on or after January 1, 1993, subject to Government Code Section 19875, Eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) workdays after the date of the reported injury.~~
- ~~B. C. In the event that the disability exceeds twenty-two (22) workdays, the employee will receive 66 and 2/3 percent of gross pay from the twenty-third (23<sup>rd</sup>) workday of disability until the end of the fifty-second (52<sup>nd</sup>) week of disability. No IDL or payments shall be allowed after two (2) years from the first day (i.e., date) of disability.~~
- ~~C. D. The employee may elect to supplement payment from the twenty-third (23<sup>rd</sup>) workday with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.~~
- ~~D. E. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS retirement system during the first fifty-two (52) weeks, after the first date of disability, within a two (2)-year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given thirty (30) days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.~~

E. F. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in the Labor Code and supplementation, as provided in Government Code Section 19863.

F. G. In the event that an employee is determined to be "permanent and stationary" by his/her physician before the IDL benefit is exhausted, but is unable to return to work, he/she must agree to participate in a vocational rehabilitation program. Refusing to participate will result in immediate suspension of the IDL benefit.

For an employee injured prior to January 1, 2004, IDL may continue beyond the physician's statement that the employee's condition is "permanent and stationary" providing the employee has not exhausted his/her eligibility for IDL benefits, the employee has been declared a "qualified injured worker", and the employee would otherwise be entitled to Vocational Rehabilitation Maintenance Allowance (VRMA), IDL would be paid in lieu of VRMA.

G. H. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

## **8.17 Mentoring Leave**

- A. Eligible employees may receive up to forty (40) hours of "mentoring leave" per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. "Mentoring leave" is paid leave time, which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. "Mentoring leave" may not be used for travel to and from the mentoring location.
- B. An employee must use an equal number of hours of his/her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting "mentoring leave." For example, if an employee requests two (2) hours of "mentoring leave", he/she must have used two (2) verified hours of his/her personal time prior to receiving approval for the "mentoring leave". "Mentoring leave" does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.
- C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his/her supervisor with verification of personal time spent mentoring from the mentoring organization.
- D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.
- E. In order to be eligible for "mentoring leave," an employee must:
  - 1. Have a permanent appointment;

2. Have successfully completed their initial probationary period; and
  3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards, for a minimum of one school year. (Most programs are aligned with the child's normal school year; however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)
- F. An employee is not eligible to receive mentoring leave if;
1. He/she is assigned to a "post" position or level of care position in the Departments of Corrections or Youth Authority;
  2. He/she works in a level of care position in the Departments of Developmental Services, Mental Health, Education, and Veterans' Affairs.
- G. Permanent part-time and permanent intermittent employees may receive a prorated amount of mentoring leave based upon their timebase. For example, a halftime employee is eligible for twenty (20) hours of "mentoring leave" per calendar year, whereas an intermittent employee must work a monthly equivalent of 160 hours to earn 3.33 hours of mentoring leave.
- H. Any appeals and/or disputes regarding this section shall be handled in accordance with the Complaint procedure specified in Article 6 of this Contract.

### **8.18 Family Medical Leave Act (FMLA)**

- A. The State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the FMLA and the California Family Rights Act (CFRA) referred to collectively as "FMLA." The State and the Union recognize that on occasion it will be necessary for employees of the State to take job-protected leave for reasons consistent with the FMLA. As defined by the FMLA, reasons for an FMLA leave may include an employee's serious health condition, for the care of a child, parent, spouse or domestic partner that has been defined and certified with the Secretary of State's Office in accordance with Family Code Section 297 who has a serious health condition, and/or for the birth or adoption of a child.
- B. For the purposes of providing the FMLA benefits the following definitions shall apply:
1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA;
  2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. "Care" as provided in this section applies to the individual with the covered health condition;
  3. An employee's parent means a parent or an individual standing in loco parent is as set forth in the FMLA;
  4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by Article 8 of this Contract.



- a. FMLA absences due to illness and/or injury of the employee or eligible family member, may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with Article 8 of this Contract.
  - b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust all paid leave, before choosing unpaid leave, unless otherwise required by Article 8 of this Contract.
  - c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with Article 8 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.
- C. An eligible employee shall provide certification of the need for an FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification request shall be provided to the employee in writing.
- D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in Article 8 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.
- E. Within 90 days of the ratification date of this contract, and on January 1 of each year thereafter, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year. Employees who have taken FMLA leave under the previous 12 month rolling period, shall be entitled to additional leave up to a total of 12 weeks for the current calendar year.
- F. An employee on FMLA leave has a right to be restored to his/her same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.
- G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with the Department of Personnel Administration Rules 599.608 and 599.609.
- H. Any appeals regarding an FMLA decision should be directed to the department head or designee. FMLA is a Federal law and administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CFRA is a State law which is administered and enforced by Department of Fair Employment and Housing. FMLA/CFRA does not supersede any Article of this Contract which provides greater family and medical leave rights. This section is not subject to grievance or arbitration.

## 8.19 Personal Leave – Voluntary

- A. Each department may decide whether it intends to offer the Voluntary Personal Leave Program (VPLP). Participating department will notify employees of any program conditions that they may establish (e.g., eligibility criteria, maximum carryover credits, operational limitations) and procedures for participation. Employee participation in the program shall be on a voluntary basis.
- B. Except for “K” below, only permanent full-time employees are eligible to participate in the VPLP. Interested employees may only request either one day (8 hours) or two days (16 hours) personal leave per month with an equal reduction in pay. Approval or denial of the request shall be at the general discretion of the department and may vary within the department. A department may only approve either one day (8 hours) or two days (16 hours) personal leave. Salary ranges and rates shall not be affected because of VPLP participation.
- C. Participating employees shall be credited with eight or sixteen hours of personal leave on first day of the following monthly pay period the employee is in the VPLP.
- D. Once approved, employees must remain in the program for 12 months unless a department established a lesser time period. Once approved for the VPLP, an employee agrees to remain in the program for that time period. In the case of a financial hardship, an employee's request to cancel participation may be approved by a department on a case by case basis. The State reserves the right to cancel the program on a departmental, subdivisional or individual basis at any time with 30 days notice to the employee.
- E. Personal leave (including time accrued via the VPLP, and personal leave program in effect from July 1, 1992 through December 30, 1993, and the personal leave program in effect from October 1, 2003 through September 30, 2004) shall be requested and used by the employee in the same manner as vacation or annual leave. Request to use personal leave must be submitted in accordance with departmental policies on vacation or annual leave. Employees may not be required to use personal leave credits.
- F. At the discretion of the State, if funds become available, as determined by the Department of Finance, all or a portion of unused personal leave credit (including time accrued via the VPLP, and personal leave program in effect from July 1, 1992 through December 30, 1993, and the personal leave program in effect from October 1, 2003 through September 30, 2004) may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the applicant of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any personal leave credits shall not be considered as “compensation” for purposes of retirement.

Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, Department of Personnel Administration Deferred Compensation Program as permitted by federal and state law.

- G. Participating employees shall be entitled to the same level of State employer contribution for health, vision, dental, flex-elect cash option and enhanced survivor's benefits he or she would have received had they not participated in the VPLP.
- H. The VPLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation or merit salary adjustment.
- I. The VPLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave
- J. The VPLP shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- K. Employees on EIDL, NDI, SDI, IDL or workers' compensation for the entire monthly pay period shall be excluded from the VPLP.
- L. Continued participation in the program when an employee transfers to another department shall be at the discretion of the new department.
- M. If any dispute arises about this VPLP, an employee or Union may file a grievance and the decision reached at the third step shall be final and not subject to the grievance arbitration clause of the Agreement.

## **8.20 Annual Leave Program**

- ~~A. Effective July 1, 2000, employees may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation and sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave program at any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until 24 months has elapsed from date of enrollment.~~

~~Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:~~

<del>—1 month to 3 years</del>	<del>11 hours per month</del>
<del>37 months to 10 years</del>	<del>14 hours per month</del>
<del>121 months to 15 years</del>	<del>16 hours per month</del>
<del>181 months to 20 years</del>	<del>17 hours per month</del>
<del>241 months and over</del>	<del>18 hours per month</del>

~~Part-time and hourly employees shall accrue proportional annual leave credits, in accordance with the applicable DPA rules. Employees shall have the continued use of any sick leave accrued as of the effective date of this Agreement, in accordance with applicable laws, rules, or memorandum of understanding.~~

~~All provisions necessary for the administration of this Section shall be provided by DPA rule or memorandum of understanding.~~

- ~~B. A full-time employee who has 11 or more working days of service in a monthly pay period shall earn annual leave credits as set forth in DPA Rules 599.608 and 599.609.~~
- ~~C. Absences from State service resulting from a temporary or permanent separation for more than 11 consecutive days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.~~
- ~~D. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.~~
- ~~E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or (5) was on jury duty.~~
- ~~F. Upon termination from State employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.~~
- ~~G. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in Subsection E, the department may order the employee to take annual leave.~~
- ~~H. Annual leave request must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority.~~
- ~~I. Each department head or designee will make every effort to act on annual leave requests in a timely manner.~~
- ~~J. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in section 8.2, Sick Leave, of this Agreement.~~
- ~~K. The Enhanced Non-industrial Disability Insurance (ENDI) applies only to those in the annual leave program described above in this Section.~~

- ~~L. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after 24 months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary).~~
- ~~M. Upon enrollment in the annual leave program, existing vacation balances will become the employee's annual leave balance. For example, if an employee has accrued 300 vacation hours and enrolls in the annual leave program, the 300 hours of vacation become 300 hours of annual leave. In this example, all earned hours of annual leave shall be added to the 300 hours and the employee may accrue annual leave hours up to a cap of 640 hours as outlined in E above.~~
- ~~N. Employees participating in the annual leave program referenced in this section will be eligible for the Enhanced Non-industrial Disability Insurance (ENDI) Program.~~
- ~~O. ENDI is a program for State employees who become disabled due to nonwork-related disabilities as defined by Section 2626 of the Unemployment Insurance Code. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments of 50% of their gross salary, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive days. Paid leave shall not be used to cover the ten (10) work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to 100% income replacement. At the time of an ENDI claim, an employee may elect either the 50% ENDI benefit rate or a supplementation level of 75% or 100% at gross pay. Once a claim for ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.~~
- ~~P. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic for at least one full day. A full day is defined as a 24-hour period starting at midnight.~~
- ~~Q. If the employee elects to use annual leave or sick leave credits prior to receiving ENDI payments, he/she is not required to exhaust the accrued leave balance.~~
- ~~R. Following the start of ENDI payments an employee may at any time switch from ENDI to sick leave or annual leave, but may not return to ENDI until that leave is exhausted.~~
- ~~S. In accordance with the State's "right to work" policy, an employee who is eligible to receive ENDI benefits and who is medically certified as unable to return to full-time work during the period of his/her disability, may upon the discretion of his or her appointing power, work those hours (in hour increments) which when combined with the ENDI benefit will not exceed 100% of his/her regular "full pay." This does not qualify the employee for a new disability period under C of this article. The appointing power may require an employee to submit to a medical examination by a~~

~~physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his/her position.~~

- ~~T. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, ENDI benefits will be terminated effective the date of the offer.~~
- ~~U. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for ENDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.~~
- ~~V. All other applicable Department of Personnel Administration laws and regulations not superceded by these provisions will remain in effect.~~
- ~~W. Upon approval of ENDI benefits, the State may issue an employee a salary advance if the employee so requests.~~
- ~~X. All appeals of an employee's denial of ENDI benefits shall follow only the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.~~
- ~~Y. Employees who become covered in the annual leave program while on an NDI claim shall continue to receive NDI pay at the old rate for the duration of the claim.~~
- ~~Z. Employees who do not elect the annual leave program will receive NDI benefits in accordance with Section 8.11.~~

## **8.21 Personal Leave Salary Reduction Program**

~~It is not the intent of the State to redirect savings from the personal leave/salary reduction program for the purpose of entering into personal services contracts or Inter-Jurisdictional Exchange (IJE), also known as the Visiting Educator Program (VEP).~~

~~DPA agrees to meet with the Union and the affected department, at the Union's request, when there is a reason to believe the above intent has been violated.~~

## **8.22 Work and Family Programs-Family Activities Participation & Family Crisis Situations**

### **A. Family Activity Participation**

Subject to operational needs and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (annual leave, vacation leave, personal holiday, holiday credits, CTO) for the purpose of attending school or non-school family-related activities such as sports events, recitals, 4-H, etc., in which the employee's child is participating.

If an employee has exhausted available leave credits, the employee may request unpaid leave, unless he/she is currently subject to attendance restrictions.

However, use of such leave shall not diminish an employee's entitlement under the Family School Partnership Act to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave credits (annual leave, vacation leave, personal holiday, holiday credits, CTO) for the purpose of attending school or pre-school related activities in which the employee's child is participating.

Family is defined as the employee's son, daughter, or any child the employee stands in loco parent is (to the child).

Employee leave requests for family activities shall be in accordance with the appropriate departmental procedures.

#### **B. Family Crisis Situations**

Subject to operational needs, and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave.

Family is defined as the parent, stepparent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, child, grandchild, grandparent, brother, sister, stepchild, or any person residing in the immediate household.)

If eligible, any Family Crisis Leave that meets the definition of serious health condition will run concurrently with Subsection 8.18 of this contract, Family and Medical Leave Act.

The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract.

Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor.

The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

#### **8.23 Paid Time Off – Precinct Election Board**

With prior approval of the employee's supervisor and under comparable conditions as provided for supervisors and managers in Department of Personnel Administration Rule 599.930, an employee may be granted time off for public service as a member of a Precinct Election Board. The employee shall be eligible for both regular State compensation and any fee paid by the Registrar of Voter for such service. Verification of service may be required.

## 8.24 Educational Leave

~~The following provisions will be effective January 1, 2002.~~

- A. The department head or designee may approve educational leave with pay to attend or participate in educational or research programs at accredited schools, colleges, universities, or local educational agencies for the purposes of further instruction in subjects related to the employee's work assignments and/or achievement of departmental goals. Educational leave may also be used to attend workshops and seminars for career and professional development in subjects related to the employee's work assignment and/or achievement of departmental goals.
- B. Only Unit 21 employees in classifications listed in the attachment entitled "Educational Leave" are eligible under this provision.
- C. The department head or designee may, at any time, limit the number of persons on educational leave commensurate with departmental work requirements and availability of an appropriate substitute.
- D. Eligible employees must have a State civil service appointment of ½ time or more and must complete at least one (1) year of continuous service in a classification which accrues educational leave before being granted such leave. Intermittent employees shall not be eligible.
- E. Eligible employees will be credited with educational leave at a rate of 10 hours per month for full time employees and on a pro rata basis for part time employees. Pro rata accrual rates are included in the attachment entitled Leave Hours for Reduced Time Bases. Portions of months of service shall not be counted or accumulated.
- F. Tuition and all other expenses incurred as a result of educational leave will be the responsibility of the employee.
- G. When an employee is granted time off for educational leave, such time off shall be deducted from his/her educational leave balance. Notwithstanding the Work Week Group E provisions in Article 19.5 of this agreement, educational leave may be charged on a part-time basis in one-hour increments.
- H. When on educational leave, employees shall continue to be eligible for salary adjustments, and shall receive credit for annual leave, vacation, sick leave, educational leave or any other benefit which would normally accrue during such work period.
- I. An eligible employee who is appointed without a break in State service to a position ineligible to earn educational leave credits shall retain all accrued educational leave but shall not be permitted to take educational leave unless the employee returns to an eligible position. Employees who do not return to an eligible position shall, upon retirement, be eligible to convert any previously unused educational leave credits as provided in Government Code 20963.1.
- J. An eligible employee who separates from State service and returns to an eligible position in less than six months shall be credited with any previously unused educational leave credit and shall commence to accrue and use educational leave on the first of the pay period following completion of one month of qualifying service. Eligible employees who separate from State service and return within six months to a



non-eligible position shall lose any unused portion of previously accrued educational leave unless they return to an eligible position within six months of the date of separation.

- K. An eligible employee who separates from State service for six months or longer loses any unused portion of previously accrued education leave.
- L. Requests under this Section shall not be unreasonably denied. A denial of educational leave may be appealed to the Department Head or Designee under the grievance procedure, which shall be the final level of appeal.
- M. An employee returning from educational leave shall have the right to return to his/her former position. The term "former position" is defined in Government Code Section 18522.

### **8.25 Personal Leave Program: 2003**

~~Effective October 1, 2003, the State shall implement a mandatory personal leave program for Unit 21 employees. This program shall remain in effect for 12 months. Employees may voluntarily participate in the personal leave program on a continuing basis.~~

- ~~A. Each full-time employee subject to paragraph b. shall be credited with eight (8) hours of Personal Leave on the first day of the following monthly pay period for each month in the Personal Leave program.~~
- ~~B. Salary ranges and rates shall be changed to reflect the July 1, 2003, general salary increase; however, each full-time employee shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to 5%. In exchange eight (8) hours of leave will be credited to the employee's PLP monthly.~~
- ~~C. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation and annual leave. Personal leave shall not be included in the calculation of vacation/annual leave balances pursuant to Article 8, Leaves, Sections 8.1 Vacation Leave and 8.20, Annual Leave.~~
- ~~D. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the Department of Finance, for the Personal Leave program, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employees personal leave balance may be transferred into a State of California, Department of Personnel Administration Deferred Compensation Program as permitted by federal and state law.~~
- ~~E. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the Personal Leave program.~~

- ~~F. A State employee in the Personal Leave program shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits he or she would have received had the Personal Leave program not occurred.~~
- ~~G. The Personal Leave program shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.~~
- ~~H. The Personal Leave program shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.~~
- ~~I. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.~~
- ~~J. The Personal Leave program for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.~~
- ~~K. The Personal Leave program shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.~~
- ~~L. Employees on EIDL, NDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Personal Leave program for that month.~~

## **8.26 State Disability Insurance (SDI)**

- A. Beginning April 1, 2006, all employees covered by this Contract will be covered under the State Disability Insurance (SDI) benefit in lieu of a Non-Industrial Disability Insurance (NDI) and Enhanced Non-Industrial Disability Insurance (ENDI) benefit as follows:
  - 1. Employees eligible for SDI benefits are those who become disabled due to a non-work related illness or injury of the employee or the employee's family member, or the birth, adoption, or foster care placement of a new child, as are defined by Section 2601, et seq. of the California Unemployment Insurance Code; such as, an employee disabled due to a non-work related illness or injury of the employee, the employee's family member, domestic partner or the birth, adoption, or foster care placement of a new child.
  - 2. The State of California shall begin employee payroll deductions for the SDI program from all employees effective October 1, 2005. The State will continue the current NDI program within the current contract until March 31, 2006 for employees that are eligible for SDI benefits beginning April 1, 2006. The State will continue to provide NDI and ENDI benefits within the current contract up to June 30, 2006 if an employee is not eligible for SDI benefits. After June 30, 2006, the State will cease coverage under the NDI program (regular and enhanced benefit levels). Eligible employees covered under the SDI program shall receive benefits pursuant to Section 2655 of the California Unemployment Insurance Code.

Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code Section 2655.

1. The State will pay the full premiums for an employee and any applicable dependent coverage for health, dental and vision benefits for the length of the employee's disability up to a maximum of 26 weeks. The State shall recover the employee's portion of the premium paid through an accounts receivable consistent with Government Code Section 19838(a)(2). Any reimbursements for overpayment shall be in monthly installments and the number of repayments shall be equal to the number of monthly overpayments. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave. If an employee's SDI leave extends past 26 weeks, the employee shall remit the full health, dental and vision premiums directly to the healthcare providers.

~~If an employee is not entitled to FMLA or has exhausted their FMLA benefits, the employee shall remit the full health, dental and vision premiums directly to the healthcare providers.~~

Employees participating in the Rural Health Care Equity Program (Article 9.4) shall continue eligibility as long as they are not remitting their health, dental and vision premiums directly to the healthcare providers.

- ~~2. Accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), or sick leave balances may be used to cover the waiting period prior to the commencement of SDI benefits.~~
3. If an employee is released by their physician to return to work on a part-time basis, an employee may use accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), or sick leave balances only for absences from work hours for reasons unrelated to the disability which rendered them eligible for SDI benefits.
- ~~4. Other than for the reasons contained in subsection 5 above, employees are not eligible to use accrued leave while receiving SDI benefits.~~
5. The parties agree to meet within ninety (90) days following ratification of the contract to explore alternatives in the area of leave supplementation or integration to the SDI benefit.

B. During the 3 month period following ratification of this Contract by the Local 1000 members and approval by the Legislature, there will be an open enrollment period where employees may opt out of the Annual Leave Program.

C. All appeals of a denial of an employee's SDI benefits shall only follow the procedures in the California Unemployment Insurance Code and Title 22 of the California Code of Regulations. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This limitation does not change either party's contractual rights which are not related to the denial of an individual employee's benefits.

This clause is subject to modification pursuant to Item #5.

SDI does not cover the first seven (7) days of any disability; therefore, sick leave, vacation, CTO, holiday, PLP, or annual leave may be used to cover this period in its entirety.

An employee may elect to supplement their SDI benefit with leave integration up to 40 hours per month. However, the employee combined SDI benefit and use of leave credits cannot exceed their regular monthly net pay. Within one week of being disabled from work, the employee or his/her representative must contact their departmental personnel office to provide information on the following:

- a. The date the disability/illness commenced;
- b. The estimated duration of the disability;
- c. A phone number where the employee can be reached;
- d. The election of leave credits usage during the first week of disability;
- e. The number of hours in a month to be charged to leave credits;
- f. Whether or not the employee is planning to file for SDI;
- g. The election to integrate leave credits with SDI benefits;

Once SDI has determined a benefit amount, the employee must provide a copy of the SDI award letter and the SDI check stubs to the employee's personnel office in order to ensure proper integration of benefits and payment.

## ARTICLE 9 – HEALTH AND WELFARE

### 9.1 Health Benefit Plans

#### A. Health Benefit Plans

##### 1. Health Program Description

###### a. Contribution Formula

~~Effective January 1, 2004 through December 31, 2005,~~ The employer health benefits contribution for each employee shall be an amount equal to 80 percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous year. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

##### 2. Employees who first become eligible for health benefit enrollment on or after January 1, 2007, shall be subject to a one-year vesting schedule for the employer health contribution for dependents as follows:

- a. 50% of the normal employer dependent portion of the contribution upon initial enrollment;
- b. 75% of the normal employer dependent portion of the contribution upon completion of 12 months of service; and
- c. 100% of the normal employer dependent portion of the contribution upon completion of 24 months of service.

##### b. 3. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

##### ~~2.~~ 4. Health Benefits Eligibility

###### a. Employee Eligibility

(1) For purposes of this section, “eligible employee” shall be defined by the Public Employees’ Medical and Hospital Care Act.

###### b. Permanent Intermittent (PI) Employees

(1) Initial Eligibility – A permanent Intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two PI control periods. For purposes of this section, the control periods are January 1

through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 days from the end of the qualifying control period.

- (2) Continuing Eligibility – To continue health benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods.

c. Family Member Eligibility

For purposes of this section, “eligible family member” shall be defined by the Public Employees’ Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State’s office in accordance with AB 26 (Chapter 588, Statutes of 1999).

## 9.2 Dental Benefit Plans

A. Contribution ~~Formula~~ Amounts

1. Effective January 1, 2006, the State agrees to pay the following contributions for dental benefits. ~~The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed 25 percent (25%) of the total premium.~~ To be eligible for the State's this contribution, an employee must positively enroll in a dental plan administered by the Department of Personnel Administration.
  - a. The State shall pay up to ~~\$30.70~~ \$35.04 per month for coverage of an eligible employee.
  - b. The State shall pay up to ~~\$55.60~~ \$61.73 per month for coverage of an eligible employee plus one dependent.
  - c. The State shall pay up to ~~\$81.38~~ \$89.55 per month for coverage of an eligible employee plus two or more dependents.
2. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed 25 percent (25%) of the total premium.

B. Employee Eligibility

Employee eligibility for dental benefits is the same as that prescribed for health benefits under Section 9.1 of this Contract.

C. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under Section 9.1 of this Contract.

D. Coverage During First 24 Months of Employment

Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24) months of employment without a permanent break in service, during the 24 month qualifying period. However, if no alternative plan or prepaid plan is available within a 50-mile

radius of the employee's residence, the employee will be allowed to enroll in the indemnity or preferred provider option plan.

### **9.3 Vision Benefit Plan**

#### **A. Program Description**

The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee co-payment of \$10 for the comprehensive annual eye examination and \$25 for materials.

#### **B. Employee Eligibility**

Employee eligibility for vision benefits will be the same as that prescribed for health benefits under Section 9.1.

#### **C. Family Member Eligibility**

Family member eligibility for vision benefits will be the same as that prescribed for health benefits under Section 9.1.

### **9.4 Rural Health Care Equity Program**

Effective July 1, 2001 2005, the State shall continue a Rural Health Care Equity Program for Bargaining Unit 21 members, which may be administered in conjunction with a similar program for State employees in other bargaining units, for excluded employees, and for annuitants. The Department of Personnel Administration shall administer any fund involving Bargaining Unit 21 members.

The program shall operate in the following fashion:

1. The State shall contribute \$1500 per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code Section. ~~22825.04~~ 22877.
  - a. For Bargaining Unit 21 members, payments shall be on a monthly basis.
  - b. For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
2. As to any employee who enters State service or leaves State service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).
3. The money shall be available for use as defined in Government Code (GC) Section ~~22825.04~~ 22877.
4. A Rural Health Care Equity Program will be established with a separate account for Bargaining Unit 21 members, as one of several similar accounts.

5. Each Unit 21 employee shall be able to utilize up to \$1500 per fiscal year, pursuant to GC section ~~22825.01~~ 22877, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 1(b). is applicable here.
6. If an employee does not utilize the complete \$1500 pursuant to the procedures and limitations described in GC section ~~22825.01~~ 22877, then the unused monies shall be put in a "same year pool." That same year pool shall be utilized to pay those who have incurred eligible health care expenses in excess of the \$1500, but again according to the procedures and limitations in the attached bill. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had expenses in excess of \$1500 in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.
  - a. Any employee not in Bargaining Unit 21 all year shall receive credit under this paragraph utilizing the same pro rata formula as in paragraph ~~4(b)~~ 2 above.
  - b. If an employee is entitled to less than \$25 under this paragraph, the money shall instead go into next year's fund pursuant to paragraph 7 hereafter.
7. If monies still remain after a distribution to such employees (i.e., all employees who spent more than \$1500 as provided in GC section ~~22825.01~~ 22877 were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's funds available for distribution to employees whose expenses pursuant to the statute exceed \$1500 in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to GC section 22825.01 22877 and monies still remained in the pool.

## 9.5 Employee Assistance Program

- A. The State recognizes that alcohol, nicotine, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and stress related problems such as marital, domestic partner, family, emotional, financial, medical, legal, gender transition or other personal problems. The intent of this section is to assist an employee's voluntary efforts to treat alcoholism, nicotine use, or a drug-related or a stress-related problem.
- B. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this section. Employees who are referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel. An employee using the Employee Assistance Program, upon approval, may use accrued sick leave credits, CTO, vacation, and holiday credits for such a purpose. Leave of absences without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, holiday credits, vacation, and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance. A list of all Employee Assistance Program Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to the Union within a timely



manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to the Union when such changes occur.

- C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.
- D. Upon request by the Union, a department which has an internal Employee Assistance Program for its employees will meet to discuss concerns presented by the Union regarding the administration of the program.

## **9.6 Employee Injury on the Job**

- A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. ~~If circumstances permit, the employee's personal choice of physician will be utilized. Employees may submit, in writing, their choice of personal physician to be utilized in the event of an injury on the job.~~ Employees may pre-designate a personal physician who would be utilized, if circumstances permit, in the event of a job related injury. The employee must obtain the physician's written consent for this designation; the designation must comply with the other requirements included in Labor Code section 4600; and, the form must be given to the State in advance of any work-related injury. Otherwise, the State will refer the injured employee for treatment to a physician of its choice.
- B. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.
- C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.
- D. The State shall not use the Department of Industrial Relations ~~Rating Bureau's~~ Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

## **9.7 Independent Medical Examinations**

- A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform his/her normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation Program.
- ~~B. The purpose of such independent medical evaluations are not to determine the degree of disability the employee has suffered, but rather as to whether illness or injuries sustained restrict the employee from performing the full range of his/her normal work assignment.~~

- ~~B. C.~~ If the State, after the independent medical examination, determines that the employee cannot perform ~~his/her normal work assignments~~ the essential functions of the job position, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying his/her personal medical evaluations to dispute the State's findings.

### **9.8 Employee Injury or Disability**

~~Employees shall be eligible for Industrial and Non-Industrial Disability Leave as provided in Government Code Sections 19869 through 19885 except as provided in this Contract.~~

### **9.9 Deferred Compensation Program**

Employees in Unit 21 are to be included in the State of California, Department of Personnel Administration, Savings Plus Deferred Compensation Program (457 Deferred Compensation Plan and 401K Thrift Plan). Subject to State Controller's Office policies and procedures, employees in Unit 21 may participate in the State Controller's Office 403 (b) tax shelter annuity program.

Upon request of the Union, the State shall meet to discuss significant changes to the State Controller's Office 403 (b) tax shelter annuity program.

### **9.10 FlexElect Plan**

The State agrees to provide a Flexible Benefits Program under Section 125 and related Sections 129, 213(d), and 105(b) of the Internal Revenue Code. All participants in the FlexElect Program shall be subject to all applicable Federal statutes and related administrative provisions adopted by the Department of Personnel Administration (DPA). All eligible employees must work one-half time, or more, and have permanent status or, if a limited-term or TAU appointment, must have mandatory return rights to a permanent position. Permanent Intermittent employees are eligible to participate in the FlexElect Program as described in Article 18 of this Contract.

### **9.11 Pre-Tax of Health/Dental Premium Costs**

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee, will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State, and social security taxes are deducted. Employees who choose not to have their out-of-pocket costs pre-taxed, must make an election not to participate in this benefit.

### **9.12 Long-Term Care Insurance Plans**

Employees in classes assigned to Bargaining Unit 21 are eligible to enroll in any long-term care insurance plan sponsored by the California Public Employees Retirement System (CalPERS). The employee's spouse, parents, and spouse's parents are also eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.

The long-term care insurance premiums and the administrative cost to the CalPERS and the State Controller's Office shall be fully paid by the employee and are subject to payroll deductions.

### **9.13 Group Legal Services Plan**

Employees in classes assigned to Unit 21 are eligible to enroll in any group legal service plan sponsored by the Department of Personnel Administration. The plan shall be offered on a voluntary, after-tax, payroll deduction basis, and any costs associated with administering the plan shall be paid by the participating employees through a service charge.

### **9.14 Joint Union/Management Benefits Advisory Committee**

- A. The State and the Union agree to establish a Joint Union/Management Benefits Advisory Committee to review benefits and to make recommendations on cost containment. This Committee shall meet, as least, quarterly. Topics may include, but are not limited to, eligibility, cost containment, number and quality of benefits provided, competitiveness among providers, and standardization of benefit design, utilization, promotion, and cost, wellness and health promotion. This Committee shall be advisory in nature.
- B. The Committee shall be comprised of an equal number of Union and management representatives, the total number to be determined by the Department of Personnel Administration. The Committee shall be co-chaired by a labor and management member.
- C. Union members on the Committee shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this Committee.
- D. The Department of Personnel Administration will provide necessary staff to support the Committee.

## **ARTICLE 10 – HEALTH AND SAFETY**

### **10.1 Health and Safety Commitment**

The State is committed to providing a safe and healthy work place for State employees. The Union supports a positive and strong health and safety program and shall cooperate with the State's efforts in this regard.

### **10.2 Health and Safety Committees**

- A. The parties agree that Joint Union/Management Health and Safety Committees are appropriate. At the Union's request, each department shall establish at least one Joint Union/Management Health and Safety Committee.
- B. At the Union's request, the State may establish local work site Joint Union/Management Health and Safety Committees consisting of an equal number of Union and management representatives to address specific areas of concern.

These committees shall meet, at least, quarterly unless there is a mutual agreement between a department and the Union to meet on a different schedule. These committees shall meet for the purpose of discussing health and safety problems, recommending appropriate actions on health and safety issues such as, but not limited to, indoor air quality, safety promotion, cumulative trauma disorders, employees safety training, preventing neck and back injuries, record keeping, and how to encourage employees to be more conscious of safety.

- C. Employees appointed to serve on the committee shall serve without loss of compensation.
- D. To the extent permitted by law, and upon request, copies of employee occupation injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and shall remain confidential.
- E. The parties agree that training on domestic violence, workplace security, rape prevention, and assaultive behavior are appropriate subjects for high priority consideration by the Joint Union/Management Health and Safety Committee.

### **10.3 Computer Work Stations**

- A. In order to provide a safe and healthy workplace for its employees, the State agrees to order computer equipment wherever possible in accordance with the recommendations made by the Joint Union/Management Video Display Terminal Committee Report.
- B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the Computer User's Handbook which will be available to all departments for training purposes.
- C. The State shall take action as it deems necessary to make the following equipment available to all employees that use computers:

1. Glare screens;
2. Document holders;
3. Adjustable chairs;
4. Adjustable keyboards, computer tables and supports;
5. Foot and wrist rests;
6. Wheeled carriers;
7. Ergonomic Keyboards;
8. Telephone Headsets;
9. Alternative pointing devices (rollerball, trackball, touch-pad, etc.) as necessary.

Additionally, the State shall take action as it deems necessary to mitigate glare from the workplace, such as, rearrangements of the work stations to avoid glare on terminal screens from windows and ceiling luminaries, or providing other measures to reduce the glare from light sources.

- D. Upon request by the Union, the State agrees to meet to review any revisions or additions to the State's ergonomic guidelines for computer equipment.

#### **10.4 Presumptive Illness**

When required by Cal OSHA provisions, the State shall provide medical examinations for employees working in occupations which expose them to health risks. Examinations shall be in accordance with Cal OSHA regulations.

#### **10.5 Protective Clothing**

- A. When protective clothing is required by the employee's supervisor, the State shall either provide the protective clothing or reimbursement of actual substantiated amounts for initial or replacement cost as necessary. Employees must request reimbursement in accordance with department policy. Reimbursement shall only be provided when the employee substantiates the expense by providing a receipt(s) for the required item(s). "Protective clothing" means attire that is worn over, or in place of, regular clothing and is necessary to protect the employee's clothing from damage or stains which would be present in the normal performance of his/her duties and/or which is required for the employee to protect the employee's body from possible injury.
- B. Protective clothing provided pursuant to this Section is State-owned or leased property which will be maintained as the State deems necessary.
- C. Protective clothing damaged due to the negligence of the employee shall be replaced by the employee at his/her expense.
- D. The employee shall comply with any instructions provided by the State in regards to protective clothing.

## 10.6 Health Promotion Activities

- A. The State, in an effort to increase morale and productivity, to reduce absenteeism, injuries and illness, and to contain rising health care costs, encourages departments and employees to participate in health promotion and injury prevention activities.
- B. Departments may, based on operational needs, allow Work Week Group 2 employees up to one full-hour of administrative time-off (ATO) per month, to participate in State-sponsored on-site health promotion activities.
- C. State-sponsored on-site health promotion activities may include but are not limited to the following activities held at the work site: seminars, demonstrations, exercise or physical fitness classes, educational forums, blood drives, and flu immunizations.

## 10.7 Occupational Hazards

When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately investigate the situation and either direct the employee to perform some other task away from the occupational hazard(s) or proclaim the area safe and direct the employee to proceed with his/her assigned duties. This direction shall normally be after consulting with higher level supervisory or management staff. If the Union or the employee still believes the unsafe condition(s) exist, the Union or the employee may file a grievance alleging a violation of this section in accordance with the Health and Safety grievance procedure.

## 10.23 6.12 Health and Safety Grievances

~~All Health and Safety grievances deemed necessary for expedited processing shall first be appealed directly to the Department Head or Designee pursuant to the modified time limits set forth below:~~

### ~~A. Health and Safety Grievance – Step 2 (Department Head or Designee)~~

- ~~1. If the grievant is not satisfied with the decision rendered by his/her supervisor pursuant to Section 6.6 of this Article, the grievant may appeal the decision within fourteen (14) calendar days after receipt of the decision to the Department Head or Designee.~~
- ~~2. Within five (5) calendar days after receipt of the appealed grievance, the Department Head or Designee shall respond in writing to the grievance. If the Department Head or Designee is the first level of appeal the grievant may bypass Step 2.~~

### ~~B. Health and Safety Grievance – Step 3 (Department of Personnel Administration)~~

- ~~1. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within fourteen (14) calendar days of receipt to the Director of the Department of Personnel Administration.~~
- ~~2. Within fourteen (14) calendar days after receipt of the appealed grievance, Director of the Department of Personnel Administration shall respond in writing to the grievance.~~

- ~~3. If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third step response the Union shall have the right to submit the grievance to arbitration.~~
- ~~C. The selection of the arbitrator shall be in accordance with Section 6.11 B of this Article and the case must be before an arbitrator within twenty (20) calendar days.~~
- A. It is the policy of the State employer to enforce safety and health, policies, procedures, and work practices and protect employees from harm in connection with State operations.
- B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the work site free from situations, circumstances, or conditions that constitute an immediate and recognizable threat to the health and safety of employees.
- C. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes an immediate and recognizable threat to their health and safety.
- D. When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action to eliminate any immediate and recognizable threat to the employee's health and safety, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his/her assigned duties. If the Union or the employee still believe the immediate and recognizable threat to his/her health and safety exists, the Union or the employee may file a grievance alleging a violation of this section at Step 2 of the grievance procedure as follows:
1. Health and Safety Grievance – Step 2
    - a. If the grievant is not satisfied with the decision rendered by his/her supervisor, the grievant may appeal the decision in writing, within five (5) calendar days after receipt of the decision to the department head or designee as the second level of appeal.
    - b. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within fourteen (14) calendar days. A copy of the written response shall be sent concurrently to the ~~CSEA, SEIU~~ Local 1000, ~~SEIU, CSD~~, 1108 "O" Street, Sacramento, CA 95814.
  2. Health and Safety Grievance – Step 3
    - a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing, within five (5) calendar days, after receipt of the decision to the Department of Personnel Administration (DPA) as the third level of appeal. The Union shall concurrently send a copy of the appeal to the affected Department(s).
    - b. The Director of the Department of Personnel Administration or designee shall respond to the grievance in writing within fourteen (14) calendar days.

- c. If the grievance is not resolved at Step 3 within twenty-four (24) hours after receipt of the third step response, the Union shall have the right to submit the grievance to arbitration.
- d. The arbitration shall take place no later than fourteen (14) days following the Union's request unless the parties mutually agree otherwise.
- e. Arbitration shall be in accordance with Section 6.11 B. of this Article unless otherwise provided.



## ARTICLE 11 – SALARIES

### 11.1 Salaries

~~Notwithstanding any other Contract provision to the contrary, the general salary of July 1, 2003 shall remain in effect for the term of this Contract unless amended pursuant to Article 22, Section 22.2, B.~~

- A. Upon ratification, all SEIU Local 1000 represented employees shall receive a one-time bonus of one thousand dollars (\$1000). This bonus shall be paid within ninety (90) days following ratification.
- B. Effective July 1, 2006, all SEIU Local 1000 represented classifications shall receive a general salary increase of three and a half percent (3.5%). (Excluding classifications in CDCR, Juvenile programs that are included in the Farrell settlement). The increase shall be calculated by multiplying the base salary by 1.035. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

Classifications receiving the Plata/Plata Equity differentials (CDCR & DMH) shall have their differential adjusted downward by a dollar amount that will result in the incumbents receiving the same gross monthly salary as was received prior to the general salary increase.

- C. Effective July 1, 2007, the State agrees to provide a cost of living adjustment, to all SEIU Local 1000 classifications as follows; (Excluding classifications in CDCR, Juvenile programs that are included in the Farrell settlement)
1. The salary increase shall be equal to the total percentage change in the Consumer Price Index (CPI) for the twelve month period from April 2006 through March 2007. The specific amount of the cost of living adjustment shall be determined by the increase in the cost of living for the year using the Consumer Price Index, U.S. Department of Labor, Index CPI-W West Urban – All Urban Consumers (Not Seasonally Adjusted), Series CUUR0400SAO, United States.
  2. The cost of living adjustment shall not be less than 2.0% or more than 4.0%.

e.g: If the cost of living for the year, as determined in #1 above, is less than 2.0%, the Cost of living adjustment for the year shall be established at 2.0%. If the cost of living for the year is greater than 4.0%, for the specified period, the Cost of Living Adjustment for the year shall be established at 4%. If the cost of living for the year increases by an amount between 2.0% and 4.0%, employees shall receive the specific cost of living increase rounded to the nearest tenth.
  3. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.
  4. The following illustrates the specific method of computation to be used in calculating the salary increase, using fictional data for illustration purposes only.

EXAMPLE for 2007 Increase (as described in #1)

<u>CPI for March 2007 (EXAMPLE ONLY)</u>	<u>202.4</u>
<u>Less CPI for March 2006</u>	<u>197.1</u>
<u>Index Point Change</u>	<u>5.2</u>
<u>Divided by Previous CPI (March 2006)</u>	<u>197.1</u>
<u>Equals</u>	<u>.02637</u>
<u>Result multiplied by 100 (100 X .02637)</u>	<u>2.6</u>
<u>Cost of Living adjustment for 2007</u>	<u>2.6%</u>

**Salary adjustment effective July 1, 2007 (EXAMPLE ONLY) 2.6%**

### **11.2 Merit Salary Adjustments (MSA)**

- A. Employees shall receive annual merit salary adjustments (MSA) in accordance with Government Code Section 19832 and applicable Department of Personnel Administration rules.
- B. The employee shall be informed in writing of denial ten (10) working days prior to the proposed effective date of the merit salary adjustment.
- C. Denial of the MSA shall be subject to the grievance and arbitration procedure.

### **11.3 Bilingual Differential Pay**

Bilingual Differential Pay applies to those positions designated by the Department of Personnel Administration as eligible to receive bilingual pay according to the following standards:

- A. Definition of Bilingual Position for Bilingual Differential Pay:
  1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. An employee may provide their supervisor with data supporting the use of their bilingual skills ten percent (10%) or more of the time. Management will evaluate this data in assigning bilingual designation to the position. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the Department of Personnel Administration. (Time should be an average of the time spent on bilingual activities during a given fiscal year.);
  2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
    - a. A direct public contact position;
    - b. A hospital or institutional setting dealing with patient, client, student, or inmate needs;

- c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients;
  - 3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed;
  - 4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible;
  - 5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.
- B. Rate:
- 1. An employee meeting the bilingual differential pay criteria during the entire pay period would receive a maximum of \$100 per pay period including holidays.
  - 2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
  - 3. A fractional-month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
  - 4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of \$.58 cents per hour.
- C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the Department of Personnel Administration will receive the bilingual differential pay on a regular basis.
- D. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.
- E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the Department of Personnel Administration may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).
- F. Employees will be eligible to receive the bilingual differential payments on the date the Department of Personnel Administration approves the departmental pay request. The effective date may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.
- G. Bilingual salary payments will be included in the calculation of lump-sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.
- H. Work Week Group 2 employees will receive bilingual salary compensation for overtime hours worked.

- I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
- J. The bilingual differential pay should be included in the rate used to calculate temporary disability, Industrial Disability, and Non-Industrial Disability leave benefits.

#### **11.4 Timely Payment of Wages**

The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and Controller's Office policies.

#### **11.5 Sustained Superior Accomplishment Awards**

Sustained Superior Accomplishment Awards shall not be considered "compensation" for purposes of retirement.

#### **11.6 Salary Definitions**

For the purpose of salary actions affecting employees assigned to Unit 21, the following definitions shall apply.

- A. "Salary range" is the minimum and maximum rate currently authorized for the class.
- B. "Step" for employees compensated on a monthly basis is a 5% differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a 5% differential above or below a rate rounded to the dollar and cents amount.
- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis any one of the dollar and cents amounts found within the salary range.
- D. "Range differential" is the difference between the maximum rate of two salary ranges of the Pay Plan.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate less than two steps higher or lower than the maximum salary rate of another salary range.
- F. "Higher salary range" is a salary range with the maximum salary rate at least two steps higher than the maximum salary rate of another salary range.
- G. "Lower salary range" is a salary range with the maximum salary rate at least two steps lower than the maximum salary rate of another salary range.

Under paragraph B., one step higher is calculated by multiplying the rate by 1.05. One step lower is calculated by dividing the rate by 1.05 (e.g., \$2,300 x 1.05 = \$2415, one step higher; \$2415/1.05 = \$2,300, one step lower).

Unless otherwise provided by the State Personnel Board, the lowest salary range currently authorized for the class is used to make salary comparisons between

classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movements between classes and salary ranges.

- H. "Top Step Rounding" ~~The~~ the maximum step of each classification in Unit 21 shall be extended as follows:
1. Classes with a three (3) step range or ranges shall have a new maximum step established by multiplying the minimum by 1.1025 and rounding up to the nearest dollar.
  2. Classes with a four (4) step range or ranges shall have a new maximum step established by multiplying the minimum step by 1.1575 and rounding to the nearest dollar.
  3. Classes with a five (5) step range or ranges shall have a new maximum step established by multiplying the minimum step by 1.2150 and rounding to the nearest dollar.
  4. Any classes with only 1 or 2 rates are not included in this provision. This provision does not apply to classes with over five (5) steps.

### **11.7 Payroll System**

The parties agree to establish a Union-Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earning statements, and design of and transition to a biweekly pay system.

The committee shall be comprised of an equal number of management representatives and Union representatives. The Union may have one representative who shall serve without loss of compensation.

### **11.8 Tax Deferral of Lump Sum Leave Cash Out Upon Separation**

- A. To the extent permitted by federal and state law, employees who separate from State service who are otherwise eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 and/or 401k plan offered through the State's Savings Plus Program (SPP).
- B. If an employee does not have an existing 457 and/or 401k plan account, he/she must enroll in the SPP and become a participant in one or both plans no less than 60 days prior to his/her date of separation.
- C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the amount of annual deferrals.
- D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., "over-defers" exceeding the limitation on annual deferrals).

- E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's governing Plan document (which may at the State's discretion be amended from time to time), and applicable federal and state laws, rules and regulations.
- F. Disputes arising under this section of the MOU shall not be subject to the grievance and arbitration provision of this agreement.

### **11.9 Recruitment and Retention Differentials**

- A. Upon approval by the Department of Personnel Administration and certification of the availability of funding, the State may provide a monthly recruitment and retention differential to BU 21 employees.
- B. Such differentials may be authorized for specific positions, classifications, facilities, or geographic locations.
- C. The State agrees to notice BU 21 a minimum of 30 days prior to establishment or discontinuance of a recruitment and retention differential.
- D. Less than full-time permanent employees and permanent intermittent employees may receive a recruitment and retention differential on a pro rata basis.
- E. Recruitment and retention shall not be considered compensation for purposes of retirement.
- F. The amount and location of such differentials is neither grievable nor arbitrable.

### **11.10 Professional Development Incentive**

The State recognizes the importance of continuing professional development within the education community. To encourage employees to enhance their education expertise, Unit 21 employees shall be granted a Professional Development Incentive of \$300. Employees are entitled to receive this incentive only once, and shall be subject to the following criteria:

- A. Employees must have completed at least six hours of education study and/or research in order to enhance their professional capabilities.
- B. Eligibility must be verified and approved by the employee's departmental ERO/LRO. Verification will be submitted on a form provided by the State.

## ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS

### 12.1 Business and Travel Expense

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred 50 miles or more from home and headquarters, in accordance with existing ~~DPA~~ Department of Personnel Administration rules and as set forth below. ~~Exceptions to the 50 mile radius may be requested by the appointing authority for such reasons as adverse weather conditions, cost effectiveness, and health and safety.~~ Lodging and/or meals provided by the State or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals. Each item of expenses of \$25 or more requires a receipt; receipts may be required for items of expense that are less than \$25. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses, ~~and make them available for audit upon request by their department, state control agencies, and/or the Internal Revenue Service.~~ for tax purposes. Each State agency shall determine the necessity for travel and ~~method~~ the mode of travel.

A. Meals/Incidentals - Meal expenses for breakfast, lunch and dinner will be reimbursed in the amount of actual expenses up to the maximums. ~~Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of actual expense.~~ The term "incidentals" includes but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the costs of telegrams or telephone calls.

1. Rates: Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below.

Breakfast	Up to \$6.00	
Lunch	Up to 10.00	
Dinner	Up to 18.00	
Incidentals	Up to 6.00	(Every full 24 hours of travel)
Total	Up to	\$40.00

2. Timeframes: For continuous short-term travel of more than twenty-four (24) hours but less than 31 days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure and return as follows:

- a. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip begins at or before 6 am	breakfast may be claimed
Trip begins at or before 11 am	lunch may be claimed
Trip begins at or before 5 pm	dinner may be claimed

- b. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip ends at or after 8 am	breakfast may be claimed
Trip ends at or after 2 pm	lunch may be claimed
Trip ends at or after 7 pm	dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed or reimbursed more than once on any given date or during any 24-hour period.

- c. For continuous travel of less than twenty-four (24) hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 am and ends at or after 9 am - Breakfast may be claimed

Travel begins at or before 4 pm and ends at or after 7 pm - Dinner may be claimed.

If the trip extends overnight, receipted lodging may be claimed

No lunch or incidentals may be claimed on a trip of less than twenty-four (24) hours

- B. Lodging: - All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid commercial lodging establishment receipt.

1. Regular State Business Travel

- a. Statewide, in all California locations not listed in b or c below, for receipted lodging while on travel status to conduct State business; ~~actual lodging up to \$84.00 plus applicable taxes.~~

With a lodging receipt: Actual lodging up to \$84 plus applicable taxes.



b. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus applicable taxes. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, actual receipted lodging up to \$110 plus applicable taxes.

~~c. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus applicable taxes.~~

2. State Sponsored Conferences or Conventions:

a. For receipted lodging while attending State Sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment: Actual lodging up to \$110 plus applicable taxes.

~~b. Statewide, with a lodging receipt: Actual lodging up to \$110 plus applicable taxes.~~

3. Non-State Sponsored Conferences or Conventions:

a. For receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment:

~~b. Statewide, with a lodging receipt: Actual lodging when approved in advance by the appointing authority.~~

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from ~~DPA~~ the Department of Personnel Administration. ~~DPA~~ The Department of Personnel Administration may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal or incidental expenses within 50 miles of his/her home or headquarters.

C. Long-term Travel: Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

1. Full Long-term Travel: \_ In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:

- The employee continues to maintain a permanent residence at the primary headquarters, and
- The permanent residence is occupied by the employee's dependents, or

- The permanent residence is maintained at a net expense to the employee exceeding \$200 per month.

The employee on full long-term travel who is living at the long-term location may claim either:

- Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1130 per calendar month while on the long-term assignment, and actual expenses up to ~~\$10.00~~ for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to ~~\$5.00~~ for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or
  - Long-term subsistence rates of ~~\$24.00~~ for actual meals and incidentals and ~~\$24.00~~ for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either ~~\$24.00~~ for actual meals or ~~\$24.00~~ for receipted lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.
2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to ~~\$12.00~~ for actual meals and incidentals and ~~\$12.00~~ for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either ~~\$12.00~~ for actual meals or ~~\$12.00~~ for receipted lodging for travel less than twelve (12) hours at the long-term location.
3. Employees, with supervisor's approval, after completing the work shift remain at the job or LTA location past the Friday twelve (12)-hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change Department of Personnel Administration policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

The following clarifies Department of Personnel Administration policy regarding an employee leaving the LTA location on personal business:

The reference to leaving the LTA location for personal business and not claiming per diem or transportation expenses assumes that the employee stays overnight at a location other than the long-term accommodations.

- D. Out-of-state Travel: For short-term out-of-state travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-state travel will be reimbursed in accordance with the provisions of Long-term Travel above.

- E. Out of Country Travel: For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column B of the Maximum Travel Per Diem Allowances for Foreign Areas, Section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term out of country travel will be reimbursed in accordance with the provisions of Long-term travel above, or as determined by ~~DPA~~ the Department of Personnel Administration.

Subsistence shall be paid in accordance with procedures prescribed by the Department of Personnel Administration. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

- F. Transportation: Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement, and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the ~~method of and necessity for travel, and the mode of travel to be reimbursed~~. Transportation will be accomplished and reimbursed in accordance with the best interest of the State. An employee who chooses and is approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the State.

1. Mileage Reimbursement

- a. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed ~~34 cents per mile~~ at the Federal Standard Mileage Rate (FSMR). ~~Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.~~
  - b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.
2. Specialized Vehicles – Employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim ~~from 34 up to 37 cents per mile~~ the FSMR, with certification. Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.
3. Private Aircraft Mileage – When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of 50 cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with DPA rule 599.628.1 and the State Office of Risk and Insurance Management.

4. Mileage to/from a common carrier – When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less": If the employee begins travel one (1) hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.
- G. Receipts: Receipts or vouchers shall be submitted for every item of expense of \$25 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:
1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.
  2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.
  3. Telephone, telegraph, tax or other business charges related to State business of \$5.00 or less.
  4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
  5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

## **12.2 Moving and Relocation**

Whenever a state employee is reasonably required by the State to change his/her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal and incidental rates and time frames established in section 12.1, and in accordance with the existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees. The State will provide the employee with a full disclosure of moving costs reimbursement and amounts to be withheld within a reasonable time frame, prior to the move.

## **12.3 Commute Programs**

- A. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 75 percent (75%) discount on public transit passes sold by State agencies up to a maximum of \$65 per month. Employees who purchase public transit passes on their own shall be eligible for a 75 percent (75%) reimbursement up to a maximum of \$65 per month. This shall not be considered compensation for purpose of

retirement. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.

- B. Employees riding in vanpools shall be eligible for a 75 percent (75%) reimbursement of the monthly fee up to a maximum of \$65 per month. In lieu of the van pool rider reimbursement, the State shall provide \$100 per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.
- C. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for 75 percent (75%) of the cost up to a maximum of \$65 per month or in the case of the primary van pool driver, the \$100 per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

#### **12.4 Transportation Incentives**

- A. Both the State and Union agree that employees should be encouraged to use alternate means of transportation to reduce traffic congestion and improve air quality in the State.
- B. No change related to these issues shall take place unless agreed upon by the parties.

#### **12.5 Parking Rates**

- A. For the term of this agreement, the parties agree that the State may increase parking rates in existing owned or leased lots, in urban congested areas, no more than \$20 per month above the current rate, charged to employees in specific locations where they park. Congested urban areas are areas such as Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas. Every effort shall be made to provide employees sixty (60) days but no less than thirty (30) days notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered or leased by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g., rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared to rates for covered parking.
- B. The State shall continue a system for employees where parking fees may be paid with pretax dollars.

#### **12.6 Damaged or Destroyed Personal Property**

In accordance with established procedures, when requested by an employee, a department may pay, upon receipt, the cost of replacing or repairing eyeglasses, hearing

aids, dentures, watches, or articles of clothing necessarily worn or carried when damaged in the line of duty without fault of the employee. If the eyeglasses, hearing aids, dentures, watches, or clothes are damaged beyond repair, the department may pay, upon receipt, the actual value of such eyeglasses, hearing aids, dentures, watches, or clothing. The value of such eyeglasses, hearing aids, dentures, watches, or clothing shall be determined as of the time of the damage hereto.

## **12.7 Reimbursement of Credential/License Fees**

The State agrees to reimburse Unit 21 employees up to a maximum of \$200.00 per year for credential and/or license renewal fees for one job related credential and/or license where such credential and/or license is issued by a State agency.

## **12.8 Professional Organizations**

In recognition of the professional nature of Unit 21 employees, each department, commission, board, or agency shall reimburse a Unit 21 employee for up to \$75.00 per year for membership dues in job-related professional societies or associations.

## **12.9 Class A and/or Class B Commercial Driver's License**

### **Fee Reimbursements**

- A. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:
  - 1. The employee is authorized at least 10 work days in advance by his/her supervisor to take the examination;
  - 2. The employee has a valid, current medical certification acceptable to the Department of Motor Vehicles (DMV).
  - 3. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).
- B. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.
- C. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.
- D. Reimbursement for commercial driver's license fees paid by an employee will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the

regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

#### **12.10 Release Time for Commercial Driver's License Examination**

- A. Upon ten (10) work days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for an incumbent permanent employee to take the Class A and/or Class B commercial driver's license examination, provided:
  - 1. The employee is required to have the designated commercial driver's license and endorsement(s);
  - 2. The examination is scheduled during the employee's scheduled work hours;
  - 3. The examination does not interfere with operational needs of the department; and
  - 4. The employee has a valid current medical certification, acceptable to DMV.

If medical certification provided by a department designated contractor physician or clinic is rejected by DMV on the date scheduled for examination that requires an employee to schedule an additional medical examination date, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.

- B. Upon ten (10) work days notice, the department will allow the employee to use a State vehicle or equipment appropriate for the license examination. It is understood by the parties, that use of the equipment or vehicle may be delayed for operational reasons.
- C. Each department, at the request of an employee required to upgrade their current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the Department of Motor Vehicles covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

#### **12.11 Class A and/or Class B Commercial Driver's License Medical Examinations**

The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive their exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by their personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician.

The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:

- A. The employee fails the first medical examination, or the certification submitted is not accepted by DMV;
- B. A second medical examination is authorized and conducted; and
- C. The second medical certification is accepted by DMV.

The State will not reimburse the employee for a second medical that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

## **12.X1 State Owned Housing**

### **A. Housing**

Annually for the duration of this Contract, current rental rates for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying rent, the State may raise such rates up to 25 percent (25%) each year.
2. During the term of this Contract, where no rent is being charged, the State may raise rents up to \$75 per month, or when an employee vacates State-owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the Fair Market value.
3. Employee rental of State-owned housing shall not ordinarily be a condition of employment. In any instance after July 1, 1989 and annually thereafter, where rental of State housing is made a condition of employment, the State may charge the employee ten percent (10%) less than the regular rate of rent.
4. Employees renting State-owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State-owned housing unit currently occupied by a State employee, it shall give the employee a minimum of thirty (30) days advance notice.

### **B. Utilities**

Annually, current utility charges for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) each year.
2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
3. Where utilities are individually metered to State-owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.



- C. Notwithstanding any of the above, the Department of Fish and Game will meet and confer with Union representatives prior to the implementation of rental increases. The department will meet and confer over any amount of necessary increases, the implementation dates, and the necessity for the increase.
- D. The Department of Fish and Game is committed to improving the quality of State-owned housing under its jurisdiction. To that end, the department will seek funding authority for maintenance and improvement of department-owned housing.

This subsection is not subject to the provisions of Article 6 of this Contract.

E. Possessory Interest Taxes – Department of Fish and Game (Unit 11)

1. Reimbursement for Possessory Interest Taxes

The Department of Fish and Game will reimburse Unit 11 employees who occupy department-owned housing for their payment of possessory interest taxes, where assessed. Employees shall follow department procedures for filing claims for reimbursement. The department will not be responsible for any late charges or assessments incurred by the employees due to delinquent payment of the possessory interest taxes.

2. Working Condition Fringe Benefit Exception

- (a) This subsection E(2) shall apply to employees whose residency in State-owned housing satisfies the criteria for the working condition fringe benefit exception found in tax laws.
- (b) Possessory interest reimbursement provided by the Department of Fish and Game shall not be reported to the State Controller's Office as income subject to taxation and other withholdings when an employee completes required forms and submits them to the Department Fish and Game by the date management specifies. The Department of Fish and Game shall not be responsible for erroneous reporting of reimbursements as income if the employee fails to utilize the required form and/or procedures developed by the department for this purpose.
- (c) Employees who had possessory interest reimbursements reported as income during calendar year 2000 shall upon request be reimbursed for the amount they lost because the working condition fringe benefit exception was not applied. Employee requests for reimbursement shall be made on a form provided by the Department of Fish and Game. Employee requests must be submitted to the Department of Fish and Game no later than June 30, 2002.
- (d) The decision about which employees qualify for the working condition fringe benefit exception shall not be subject to the grievance and arbitration provisions of this Contract.

F. Possessory interest taxes

The parties agree to seek a determination from the Internal Revenue Service about whether State reimbursement of employee paid possessory interest taxes constitutes a taxable reimbursement for employees who live in state owned housing as a condition of employment. The parties shall abide by this determination.

## 12.X2 Uniform Replacement Allowance

- A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based on actual costs substantiated with a receipt for an amount not to exceed \$450 per year. Claims for such reimbursement shall be paid in full to the employee within 90 days of the submission of the receipt.
1. Uniform means outer garments, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.
  2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to this section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.
  3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one (1) full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.
  4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.
  5. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.
- B. Single Source Vendor
1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorization uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.
  2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

## ARTICLE 13 – PROFESSIONAL DEVELOPMENT

### 13.1 Personnel and Evaluation Material

There will be only one official personnel file and normally one supervisory work file regarding each employee and these files will be maintained as follows:

- F. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file.
- G. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file and supervisory work file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.
- H. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- I. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, arrangements shall be made to accommodate the employee or his/her authorized representative at the employee's work location. Upon request, the employee shall be allowed a copy of the material in his/her personnel file.
- J. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.
- K. Any performance evaluation conducted of an employee who is a participant in the Union/State Collective Bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such representational activities.
- L. Material relating to an employee's performance included in the employee's departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature may either be purged after one year or at the time such material is used in a written performance evaluation. This provision, however, does not apply to formal adverse actions except as defined in applicable Government Code Sections. By mutual agreement between a department head or designee and an employee,

adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.

- M. Supervisors may keep working supervisory files on the performance and conduct of employees to provide documentation for matters such as, but not limited to, probation reports, performance appraisals, training needs, MSA reviews, bonus programs, adverse actions, employee development appraisals, or examination evaluations. An employee and/or his/her authorized representative may, upon request, review the contents of his/her file with his/her supervisor. Upon request, the employee shall be allowed a copy of the material in his/her supervisory file.

### **13.2 Employment Opportunities**

Departments shall upon request make available employment opportunity information to Unit 21 employees. Such information shall be posted on a bulletin board selected by each department.

### **13.3 Release Time for State Civil Service Examinations**

- A. Employees who are participating in a State Civil Service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable notice (normally two (2) working days) notice to his/her supervisor. For the purposes of this Section, hiring interviews for individuals certified from employment lists, individuals on SROA lists seeking transfers, or individuals seeking transfers in departments where the department head or designee determines the department is in a layoff mode shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a graveyard shift on the day of an SPB examination.
- B. Authorized release time for reasonable travel time to and from the examination site may be granted by the Department.

### **13.4 Education and Training Required by Department**

- A. The State agrees to reimburse Unit 21 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to
  - 1. Tuition and/or registration fees;
  - 2. Cost of course-required books
  - 3. Transportation or mileage expenses;
  - 4. Toll and parking fees;
  - 5. Lodging and subsistence expenses.

Where applicable, reimbursement rates for the above expenses shall be in accordance with Article 12, Section 12.1 of this contract.

- B. Advance Application – An employee may receive reimbursement for tuition or other necessary expenses only if application is made prior to enrollment in an out-service training program or when the employer has requested the employee attend.
- C. Incomplete Assignment – (1) General. An employee who does not satisfactorily complete an out-service training assignment shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received. (2) Exceptions. The employee or his/ her estate shall receive reimbursement for tuition and other necessary expenses: (a) at the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the assignment; or (b) because of death, prolonged illness, disability or other event beyond the control of the employee.
- D. No deduction from education leave balances. Training mandated by the department head or designee shall not be deducted from educational leave balances unless as a result of section e. below. However, it is the employee's responsibility to maintain a valid credential as a condition of employment.
- E. Required new or revised credential. When a Unit 21 employee is required to obtain an additional, new or modified credential, the affected department will meet in good faith upon request of the Union, to explore procedures and methods of obtaining such new or revised credentials.

### **13.5 Rehabilitation and Retraining of Disabled Employees**

~~The Department of Personnel Administration and the Department of Rehabilitation shall jointly formulate procedures for the selection and orderly referral of disabled State employees who can be benefited by rehabilitation services and might be retrained for other appropriate positions within the State service. The Department of Rehabilitation shall cooperate in designing training programs for the disabled employees. Management shall provide the Union an opportunity to discuss and make recommendations regarding formulation of said procedures.~~

### **13.6 Training for Hostile and Threatening Behavior**

Working within budgetary and work load constraints, each department through its annual training plan process, will provide training in handling hostile and threatening behavior where required for job performance.

### **13.7 Training in Infectious Disease Control**

The parties agree that training in infectious disease control is an appropriate subject for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committee.

### **13.8 Professional Development Committees**

The purpose of Professional Development Committees is to enhance professional development of Unit 21 employees through continuing education and training and improve professional standards through the review and revision of classification specifications.

Upon request of the Union and with the concurrence of the department head or designee, a Professional Development Committee may be established according to the following guidelines:

1. The Committee will consist of equal numbers of management and Union representatives. However, there shall not be more than three (3) management representatives and three (3) Union representatives, unless increased by mutual agreement.
2. Committee recommendations, if any, will be advisory in nature.
3. Professional Development Committee meetings shall not be considered Contract negotiations and shall not be considered a substitute for the grievance procedure.

### **13.9 Performance Appraisal of Permanent Employees**

- A. The performance appraisal system of each department may include an annual written performance appraisal and an individual development plan for permanent employees. Such performance appraisals may be completed at least once each 12 calendar months after an employee completes the probationary period for the class in which he/she is serving.
- B. When a Unit 21 civil service employee receives substandard ratings in a majority of the performance factors, the employee may grieve the content of his/her performance appraisal through the third step of the grievance procedure which shall be the final step of appeal.
- C. When a department intends to establish a new performance appraisal system or make major modifications in their existing performance appraisal system, the Union will be notified and given the opportunity to meet and confer over the impact of the change(s) pursuant to Article 22.1 (Entire Agreement).

## **ARTICLE 14 – CLASSIFICATION**

### **14.1 Classification Changes**

- A. When the Department of Personnel Administration (DPA) proposes establishment of a new classification or modification of an existing one, it shall inform the Union in writing of the proposal. The Union may request to meet and confer with DPA regarding the classification proposals. Failure to respond in writing within thirty (30) calendar days of receipt of the notice shall constitute a waiver of the Union's right to meet and confer over the classification proposal prior to submittal to the State Personnel Board for consideration.
- B. The first negotiations meeting shall take place within twenty (20) calendar days of the Union's request unless the parties agree to a different date. The purpose of the negotiations shall be the classification specifications and the compensation.
- C. If the parties reach an agreement, they shall jointly recommend, in writing, that the classification proposal be submitted to the State Personnel Board (SPB) for the non-hearing calendar.
- D. If the parties do not reach an agreement, the classification proposal may be submitted to the State Personnel Board.
- E. In the event the State Personnel Board renders a decision that was not mutually agreed to by the parties, the Union and the State shall meet and confer over the impact, including compensation, of the Board's decision. No classification shall be established without a salary structure.

### **14.2 Out-of-Classification Grievances and Position Allocation Hearing Process**

#### **1. DEFINITIONS**

- a. "Working out-of-class" (a.k.a. "out-of-class work") is defined as performing, more than 50 percent of the time, for two or more weeks, the full range of duties and responsibilities allocated to an existing class and not allocated to the class in which an employee has a current, legal appointment.
- b. A "pre-arranged out-of-class assignment" is defined as the intentional assignment of out of class work to an employee by the employee's appointing power, department head or designee for a defined period of time of up to 120 days or, if approved by the Department of Personnel Administration (DPA), up to one year.
- c. "On-going out-of-class work" is defined as "out-of-class work" (as defined above) that results from the evolution of an employee's duties and responsibilities into those allocated to another existing class and not allocated to the class associated with the position in which the employee has a current legal appointment.
- d. "Terminated out-of-class work or assignment" is defined as "working out of class" (as defined above) and the out-of-class work or assignment has ceased either because the duties and responsibilities that created the out-of-class situation were removed, or the percentage of time spent performing the full range of duties

and responsibilities fell below 50 percent, or the employee is no longer working in the position alleged to have created the out-of-class situation.

2. Pre-arranged Out-of-Class Assignments: Notwithstanding Government Code Sections 905.2, 19818.6, 19818.8, 19818.16, and 19823 an employee may be required to perform work other than that described in the specification for his/her classification for up to 120 consecutive calendar days during any 12-month period. An employee may be assigned to work out-of-class for more than 120 consecutive days only with the approval of the DPA. Out-of-class assignments shall not exceed one year.
3. Rate of Pay: If an appointing power, department head or designee requires an employee to work "out-of-class" in a higher classification for more than two consecutive weeks, the employee shall receive the rate of pay, pursuant to DPA Regulation 599.673, 599.674, or 559.676 that the employee would have received if appointed to the higher class for the entire duration of the assignment. The out-of-class compensation shall not be considered as part of the base pay in computing the rate due upon promotion to a higher level class.
4. Rotation to Avoid Out of Class Pay: The State shall not rotate employees in and out of out-of-class assignments for the sole purpose of avoiding payment of out-of-class compensation.
5. Duty to File Timely Grievance: If an employee believes that he/she has been assigned out-of-class duties and responsibilities, he/she must file an out-of-class grievance no later than 60 days after the conclusion of the out-of-class duties/work. Any claim for back pay concerning the out-of-class work is waived if the employee fails to timely file the grievance as provided by this section.
6. Back Pay Limited to One Year: A timely filed grievance concerning out-of-class work which is granted under this Article shall not be compensated retroactively for a period greater than one (1) year before the filing of the grievance.
7. Out-of-Class Grievance Procedure:
  - A. Disputes about working out-of-class or other allegations of performing duties not appropriate to an employee's current class shall be reviewed exclusively by filing a contract grievance. Notwithstanding Government Code section 19815.4(e), employees shall not be entitled to a separate hearing on their claim of working out-of-class.
  - B. An employee's grievance shall initially be discussed with the employee's supervisor.
  - C. Out-of-class grievances shall be filed with a department head or designee who shall respond to the grievance in writing within forty-five (45) calendar days after receipt of the grievance.
  - D. If the grievant is not satisfied with the decision rendered by the person designated by the department head or designee, he/she may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of DPA.



- E. The Director of DPA or his/her designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.
- F. If the grievance is not resolved by DPA, the union shall have the right to submit the grievance to arbitration in accordance with Article 6 of this agreement.
- G. The arbitrator's decision regarding out-of-class grievances shall be final and binding on the parties. Said awards shall not be subject to challenge or review in any forum, administrative or judicial, except as provided in Code of Civil Procedure Section 1286.2 et seq.
- H. Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments. The only remedy that shall be available is retroactive pay for out of class work.

### 14.3 Duty Statement

Departments shall provide each Unit 21 employee with a current duty statement. Duty statements must comply with the State Personnel Board (SPB) job classification specifications. Upon request, an employee who is transferred or reassigned on a permanent basis shall be provided a revised duty statement.

### 14.4 Joint Union/Management Committee (Community Colleges)

- A. ~~The State and the Union agree to establish Joint Union/Management Committee to review the Community College Programs classification series. This Committee shall be advisory in nature. During the first twelve months of this agreement, the California Community College Chancellor's Office agrees to meet with representatives of the union to determine if changes to the class specifications for the Community Colleges Specialists Program Assts I and II are needed. If changes to the specifications are determined to be appropriate the California Community College Chancellor's Office agrees to pursue revisions to the class specifications in accordance with Section 14.1 of this agreement.~~
- B. ~~The Committee shall be comprised of an equal number of Union and management representatives. The Committee shall be co-chaired by a labor and management member.~~
- C. ~~The members of the Committee shall be appointed no later than January 15, 2004, and shall establish the timeliness for the publishing of their findings which will be no later than June 30, 2004.~~
- D. ~~Union members on the Committee shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this Committee.~~

### 14.5 Contracting Out

#### A. Purpose

~~The union has presented evidence that State departments are presently contracting out work appropriately done by Unit 1, 4, 11, 14, 15 and 20 employees, and that said contracting results in unnecessary additional costs to the State. Thus, t~~The purpose of this section is to guarantee that the State does not incur unnecessary, additional

costs by contracting out work appropriately performed at less expense to the State by bargaining unit Unit 1, 4, 11, 14, 15 and 20 employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by state departments.

B. Policy Regarding Personal Services Contracts and Cost Savings

Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain bargaining unit Unit 1, 4, 11, 14, 15 and 20 employees before resorting to the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

C. Information Regarding Contracts To Be Let

1. Departments will provide CSEA's Union designated representative with copies of Requests for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in bargaining unit Unit 1, 4, 11, 14, 15 and 20 class specifications.
2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department shall provide CSEA's the Union designated representative with a copy of the Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed but no less than five (5) business days thereafter provided the contract is/will be for services found in bargaining unit Unit 1, 4, 11, 14, 15 and 20 class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D(1 2).
3. The purpose of this subsection (C) is to provide CSEA the union with notice and an opportunity to present alternatives which mitigate or avoid the need for contracting out, while still satisfying the needs of the State to provide services. Directors (or their designee) shall therefore meet with CSEA the union for this purpose, if requested by the union CSEA.

D. ~~Labor/Management Committee To Review of~~ Personal Service Contracts In Existence

1. ~~A State Joint labor/management committee shall be established. It shall consist of representatives of CSEA, the Department of Personnel Administration, the Department of Finance and affected departments. The first meeting of this committee shall occur no later than 10 working days from ratification of the MOU, and shall be for purposes of determining the procedures by which the committee will operate. An initial review of all currently existing contracts as requested by the committee shall be completed within six (6) months from ratification of this agreement. However, if this deadline cannot be met due to the number or complexity of existing contracts for review, the committee may mutually agree to extend this deadline.~~

- ~~1.~~ 2. Upon request of the union committee (~~or either party on the committee~~) each department shall submit copies of any or all personal services contracts that call for services found in bargaining unit Unit 1, 4, 11, 14, 15 and 20 class specifications. For each contract, departments shall provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. The parties expect that this shall be provided no more than 21 calendar days following the request by the union joint labor/management committee, or longer if approved by the union and the department committee. This shall include contracts that may otherwise be protected from public disclosure, if they provide for services found in bargaining unit Unit 1, 4, 11, 14, 15 and 20 class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in bargaining unit Unit 1, 4, 11, 14, 15 and 20. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the union committee with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in bargaining unit Unit 1, 4, 11, 14, 15 and 20 class specifications. Costing information provided to the committee for protected contracts shall include total personnel costs for personnel services found in Unit 1, 4, 11, 14, 15 and 20 classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.
- ~~2.~~ 3. Within 10 workdays after receipt of the personal service contracts and associated documents as provided for in paragraph D (~~1 2~~) above, the union and the department committee shall begin reviewing the contracts. The union and the department committee shall examine the contracts based on the purpose of this section, the terms of the contracts, all applicable laws, Federal mandates and court decisions/orders. In this regard, the union and the department committee will consider which contracts should and can be terminated immediately, which contracts will take additional time to terminate, which contracts may continue (for how long and under what conditions) and how (if necessary and cost effective) to transition contract employees or positions into civil service. All determinations shall be through express mutual agreement of the union and the department committee. ~~Committee determinations regarding contracts let by the Department of Corrections shall be subject to the restrictions set forth in subsection F below.~~
- ~~3.~~ 4. The union and the department committee will continue to meet as necessary to examine personal services contracts which have been let.
- ~~4.~~ 5. If savings are generated by the termination of personal service contracts under this provision, it is the intent of the State to implement findings agreements of the union and the department committee for utilization of said savings. Such findings agreements may include:

- a. Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of bargaining unit Unit 1, 4, 11, 14, 15 and 20 employees.
- b. Enabling the employment of bargaining unit Unit 1, 4, 11, 14, 15 and 20 employees for services currently performed by contractors;
- c. Enabling of the conversion to bargaining unit Unit 1, 4, 11, 14, 15 and 20 civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the State Personnel Board.
- d. Providing timely, adequate and necessary recruitment efforts. These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State employee registries, and recruitment and retention incentives.
- e. Such other purposes as may be mutually agreed upon ~~by the joint labor/management committee.~~

#### E. Displacement Avoidance

1. The objective of this subsection is to ensure that bargaining unit Unit 1, 4, 11, 14, 15 and 20 employees have preference over contract employees consistent with, but not limited to the following principles.
  - a. The duties at issue are consistent with the bargaining unit Unit 1, 4, 11, 14, 15 and 20 employee's classification;
  - b. The bargaining unit Unit 1, 4, 11, 14, 15 and 20 employee is qualified to perform the job; and,
  - c. There is no disruption in services.
2. To avoid or mitigate bargaining unit Unit 1, 4, 11, 14, 15 and 20 employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the union and the department joint labor/management committee that reviews personal services contracts determines that the terms and purpose of the contract permit the State to assign the work to a bargaining unit Unit 1, 4, 11, 14, 15 and 20 employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and the Union CSEA shall meet and confer for purposes of entering into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a bargaining unit Unit 1, 4, 11, 14, 15 and 20 employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with the Moving/Relocation section Section 12.2 Moving/Relocation of the parties' collective bargaining agreement.

~~F. Department of Corrections~~

- ~~1. This section shall not be applicable to the Department of Corrections until such time as it has been approved by the Federal court special master(s). Nothing in this section shall be interpreted or applied in such a manner as to interfere with Federal court orders, the authority of the Federal court or the authority of the special masters.~~
- ~~2. The Department of Corrections shall present this section to the special master(s) immediately in writing upon ratification of this agreement. The parties agree to make themselves immediately available to meet with the special master, on a schedule determined by the special master.~~
- ~~3. No contract for services by the Department of Corrections shall be prohibited, modified, restricted or terminated by virtue of this memorandum of understanding or by operation of the joint labor management committee established by this memorandum of understanding without approval of the Special Masters in Madrid v. Alameida et al (as it pertains to contracts effecting Pelican Bay State Prison), and/or the Special Master in the Coleman litigation (as it pertains to contracts effecting Coleman class members), and/or counsel for the parties in the Plata litigation or the Plata court (as it pertains to contracts effecting medical care for Plata class members).~~
- ~~4. If this section is not approved by the special master the parties agree to reopen negotiations for the purpose of agreeing on an alternative contracting out provision, with the goal of satisfying the concerns of the Federal court and CSEA.~~

~~F. Nothing in this section shall be interpreted or applied in such a manner as to interfere with the State or Federal court orders, the authority of the State or Federal courts or the authority of the special masters or receiver.~~

G. Relationship Between This Section And Related Statutes

The State is mindful of the constitutional and statutory obligations (e.g., Govt. Code § 19130) as it pertains to restriction on contracting out. Thus, nothing in this section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g., Public Contract Code § 10337).

**14.X Bus Driver Training Specialist Classification**

During the term of this agreement, the Department of Education agrees to meet with representatives of the Union to determine if changes to the class specifications for the Bus Driver Training Specialist classification are needed. If changes to the specifications are determined to be appropriate, the Department of Education agrees to pursue revisions to the class specifications in accordance with Section 14.1 of this agreement.

## **ARTICLE 15 – EMPLOYEE OPPORTUNITY TRANSFER**

### **15.1 Employee Opportunity Transfer**

- A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.
- B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:
  - 1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department.
  - 2. Such transfer requests shall be to permanent positions in the same department within his/her current classification.
- C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent full-time employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the non-selection.
- D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a 30 calendar day open period, to be scheduled once every six (6) months by each department. No employee shall submit more than four (4) Employee Opportunity Transfer applications during an open period.

### **15.2 Appeal of Involuntary Transfer**

- A. The State shall make reasonable efforts to avoid involuntary transfers. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Article 6 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the Department of Personnel Administration disapproves the transfer, the employee shall be returned to his or her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the Department of Personnel Administration laws and rules.
- B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration

procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

- C. The State shall provide a minimum of sixty (60) days written notice for an involuntary transfer which reasonably requires an employee to change his/her residence.
- D. Employees who are unwilling to accept the geographical transfer required by their current department, may pursue other options, such as but not limited to voluntary transfer, voluntary demotion, reduced work-time program, authorized partial service retirement, or voluntary retirement or resignation. Such employees who meet the Department of Personnel Administration, State Restriction of Appointments (SROA) definition, shall be considered surplus. The department head or designee shall make job opportunity bulletins and materials available to all eligible surplus employees. Eligible surplus employees shall be permitted to apply and compete for vacant positions of their current class or other classes to which he/she can transfer, pursuant to the SROA process. Article 16 shall govern employee rights and appeals under these conditions.
- E. With prior supervisory approval, employees shall be allowed a reasonable amount of State paid time to participate in employment interviews associated with the efforts described in paragraph D. above.
- F. When a department has two (2) or more employees in a class who are subject to an involuntary transfer which reasonably requires an employee to change his/her residence, consideration shall be given for the affected employee's seniority in accordance with Government Code 19994.2.

## ARTICLE 16 – LAYOFF

### 16.1 Layoff and Reemployment

- A. Application. Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as "Employees") in any State agency, the State may layoff employees pursuant to this section.
- B. Order of Layoff. Employees shall be laid off in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable State Personnel Board and Department of Personnel Administration rules.
- C. Notice. Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of the mailing of the notice. The State agrees to notify the Union no later than sixty (60) calendar days prior to the actual date of layoff. The notice to the Union shall also include the reason for the layoff, the area of the layoff, the anticipated classifications affected, the total number of employees in each affected classification, the estimated number of surplus employees in each classification and the proposed effective date of the layoff.
- D. Grievance and Arbitration. Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the grievance and arbitration procedure.
- E. Transfer or Demotion in Lieu of Layoff. The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code Sections 19997.8 through 19997.10 and applicable Department of Personnel Administration rules. If an employee refuses a transfer or demotion, the employee shall be laid off.
- F. Reemployment. In accordance with Government Code Sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or subdivisional reemployment lists in accordance with Section 19056 of the Government Code.
- G. State Service Credit for Layoff Purposes. In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, the second pay period shall be disqualified. Veterans will receive additional credits in accordance with Government Code Section 19997.6.
- H. Departmental Vacancies. Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or geographic transfer in accordance with current State Restriction of Appointment procedures.



- I. Employees who are affected by layoff, reduction in time-base or other similar circumstances under this Article will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidation Omnibus Reconciliation Act (COBRA).

## **16.2 Reducing the Adverse Effects of Layoff**

Whenever the State determines it necessary to lay off employees, the State and the Union shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement and unpaid leaves of absence.

## **16.3 Alternative to Layoff**

The State may propose to reduce the number of hours an employee works as an alternative to layoff. Prior to the implementation of this alternative to a layoff, the State will notice and meet and confer with the Union to seek concurrence of the usage of this alternative.

## **~~16.4 State Restriction of Appointments Process~~**

~~The State and the Union agree to reopen negotiations when the current revision of the State Restriction of Appointments (SROA) process is completed for the purpose of applying the new SROA provisions to Unit employees.~~

## **16.54 Layoff Employee Assistance Program**

Employees laid off shall be provided services in accordance with the Employee Assistance Program. Such services are term limited for six (6) months from the actual date of layoff.

## ARTICLE 17 – RETIREMENT

### 17.1 First Tier Retirement Formula (2% @ 55)

- A. The Union and the State agree to ~~the current age benefit factors on which service retirement benefits are based for Miscellaneous and Industrial members of~~ participate in the First-Tier retirement plan under the Public Employees' Retirement System (CalPERS) pursuant to Government Code Section 21354.1 as prescribed by law.
- ~~B. This provides the benefit factors to State employees who retire directly from State employment on and after January 1, 2000.~~
- B. The table below ~~compares~~ lists the current First Tier age/benefit factors. ~~to the improved factors.~~

AGE AT RETIREMENT	CURRENT FACTORS
50	1.100
51	1.280
52	1.460
53	1.640
54	1.820
55	2.000
56	2.063
57	2.125
58	2.188
59	2.250
60	2.313
61	2.375
62	2.438
63 and over	2.500

- C. ~~There are factors for attained quarter ages, such as 52  $\frac{3}{4}$ , are included.~~ These improved age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 Memorandum of Understanding between the State and the Union. The improved factors also apply to past service that is credited under the First Tier and the Modified First Tier.

- D. The amount of member contributions required of employees covered under the two percent (2%) at age 55 retirement formula is pursuant to Government Code Section 21354.1. these factors continues to be five percent (5%) of monthly compensation in excess of \$513.

Miscellaneous and industrial members in the First Tier retirement or the Alternate Retirement Plan (ARP) subject to social security shall contribute five percent (5%) of monthly compensation in excess of \$513 for retirement. Miscellaneous and industrial members in the First Tier retirement or the ARP plan not subject to social security shall contribute six percent (6%) of monthly compensation in excess of \$317 for retirement.

New employees hired on or after January 1, 2007, will, after completion of participation in the Alternate Retirement Program, be subjected to the 2% @ 55 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six consecutive months of employment. Employees in employment prior to January 1, 2007, will remain subject to the 2% @ 55 retirement formula with benefits based on the highest average monthly pay rate during twelve consecutive months of employment.

The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new Miscellaneous and Industrial Members hired on or after January 1, 2007, inclusive of those in the Alternate Retirement plan.

#### Three-year Average Pay for Calculating Retirement Benefits

##### For State Employees Hired on or After January 1, 2007

20037.7. (a) Notwithstanding Sections 20035 and 20037, final compensation for a person who becomes a state member of the system on or after January 1, 2007, and is represented by State Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, or 21, means the highest average annual compensation earnable by the member during the consecutive 36-month period immediately preceding the effective date of his or her retirement, or the date of his or her last separation from state service if earlier, or during any other period of 36 consecutive months during his or her state membership that the member designated on the application for retirement.

(b) This section applies to service credit accrued while a member of State Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, or 21.

(c) This section does not apply to:

(1) Former state employees who return to state employment on or after January 1, 2007.

(2) State employees hired prior to January 1, 2007, who were subject to Section 20281.5 during the first 24 months of state employment.

(3) State employees hired prior to January 1, 2007, who become subject to representation by State Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, or 21 on or after January 1, 2007.

(4) State employees on an approved leave of absence who return to active employment on or after January 1, 2007.

## **17.2 Second-Tier Retirement Plan**

The Union and the State agree to participate in the Second-Tier retirement plan as prescribed by law.

## **17.3 First Tier Eligibility For Employees In Second Tier**

- A. The Union and the State agree to the current implementation to allow employees who are currently in the Second Tier retirement plan to elect to be covered under the First Tier, as described in this article.
- B. The employees in Second Tier may exercise the Tier 1 right of election at any time after the effective date of 1/1/2000. An employee who makes this election would then be eligible to purchase past Second Tier service.
- C. Pursuant to Government Code section 21070.5, new employees who meet the criteria for CalPERS membership would be enrolled in the First Tier plan and have the right to elect to be covered under the Second Tier plan within 180 days of the date of their appointment. If a new employee does not make an election for Second Tier coverage during this period, he/she would remain in the First Tier plan.
- D. Pursuant to Government Code Section 21073.1, employees who elect to purchase their past service would be required to pay the amount of contributions they would have paid had they been First Tier members during the period of service that they are purchasing. The amount will include interest at six percent (6%) annually compounded.

## **17.4 Employer-Paid Employee Retirement Contributions**

The State and the Union agree to continue the January 28, 1985, agreement regarding the Internal Revenue Service ruling permitting CalPERS contributions to be excluded from taxable salary for the duration of this Contract, as explained in Addendum 1.

## **17.5 Alternative Pre-Retirement Death Benefit**

Unit employees are subject to the alternate death benefit, a death benefit payable to eligible family members when death occurs prior to age 50, provided by Government Code Section 21547.

~~The Union agrees to support legislation that would provide State employees with an improved "alternative pre-retirement death benefit" and for the ability for the surviving spouse and dependent children to continue to receive health and dental benefits coverage. The enhanced death benefits would also be payable to surviving spouses or dependent children who are currently receiving the former death benefit, as would health and dental coverage.~~

~~A. Section 21547 of the Government Code is amended, to read:~~

- ~~1. 21547. Notwithstanding any other provision of this article requiring attainment of the minimum age for voluntary service retirement to him or her in his or her last~~

~~employment preceding death, upon the death of a state member on or after January 1, 1993, who is credited with 20 years or more of state service, the surviving spouse, or eligible children if there is no eligible spouse, may receive a monthly allowance in lieu of the basic death benefit. The board shall notify the eligible survivor, as defined in Section 21546, of this alternate death benefit. The board shall calculate the monthly allowance that shall be payable as follows:~~

- ~~a. To the member's surviving spouse, an amount equal to what the member would have received if he or she had retired for service at minimum retirement age on the date of death and had elected Option Settlement 2 and Section 21459.~~
- ~~b. To the children under age 18 collectively if there is no surviving spouse or the spouse dies before all of the children of the deceased member are age 18, an amount equal to one-half of and derived from the same source as the unmodified allowance the member would have been entitled to receive if he or she had retired for service at minimum retirement age on the date of death. No child shall receive any allowance after marrying or attaining the age of 18. As used in this section, a "surviving child" includes a posthumously born child of the member.~~
- ~~c. This section shall only apply to members employed in State bargaining units for which a memorandum of understanding has been agreed to by the State employer and the recognized employee organization to become subject to this section, members who are excluded from the definition of State employees in subdivision (c) of Section 3513, and members employed by the executive branch of government who are not members of the civil service.~~

~~For purposes of this section, "State service" means service rendered as a State employee, as defined in Section 19815. This section shall not apply to any contracting agency or to the employees of any contracting agency.~~

~~B. Section 21547.5 is added to the Government Code, to read:~~

- ~~5. 21547.5 For any survivor receiving a monthly allowance provided by Section 21547 prior to the effective date of its amendment, the allowance shall be adjusted to equal an amount that the member would have been eligible for if his or her death had occurred on or after the amendment effective date of Section 21547. The adjusted amount would be payable only on and after that amendment effective date.~~

~~C. Section 22811.6 of the Government Code is repealed.~~

~~D. Section 22957.5 of the Government Code is repealed.~~

## **17.6 1959 Survivor's Benefits - Fifth Level**

- ~~A. Employees in Unit 21 who are members of the Public Employee's Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivor's Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivors of current employees who are not covered by Social Security. in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or~~

after the effective date of the memorandum of understanding for this section.

- B. Pursuant to Government Code section 21581 (c) ~~the~~ the contribution for employees covered under this new level of benefits will be \$2 per month as long as the combined employee and employer cost for this program is \$4 per month or less per covered member. If the total cost of this program exceeds \$4 per month per member, the employee and employer shall share equally the cost of the program. The rate of contribution for the State will be determined by the PERS board.

- C. The survivor's benefits are detailed in the following schedule:

- |    |  |         |
|----|--|---------|
| 1. | A spouse who has care of two or more eligible children, or three or more eligible children not in the care of spouse: .....  | \$1,800 |
| 2. | A spouse with one eligible child, or two eligible children not in the care of the spouse : .....   | \$1,500 |
| 3. | One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age <del>62</del> <u>60</u> : ..... | \$750   |

### **17.7 Education Leave: Conversion at Retirement**

The State and the Union agree to the implementation that would allow the conversion of educational leave into retirement service credit under the California Public Employees' Retirement System (CalPERS). Upon the retirement of an employee whose educational leave balance was not limited, as specified in Article 8, all of the accrued hours of educational leave will be converted to CalPERS service. This conversion shall be at the same rate of conversion as is presently done with sick leave.

Unused Education Leave for State Members.

Pursuant to Government Code section 20963.1, a Unit 21 employee whose effective date of retirement is within four months of separation from employment of the State, shall be credited at his or her retirement with 0.004 year of service for each unused day of educational leave credit, as certified to the board by the employer. The provisions of this section shall be effective for eligible State members who retire directly from State employment on and after January 1, 2000, provided a memorandum of understanding has been agreed on by the State employer and the recognized employee organization to become subject to this section.

### **17.8 Retirement Systems: State Teachers' Retirement System (STRS) & Public Employees' Retirement System (PERS)**

The State and the Union agree to expansion of the provisions of Chapter 838, statutes of 1997 to include all State employees who are eligible for membership in both STRS and PERS.

### **17.9 Employee Retirement Contribution Reduction for Miscellaneous Members**

~~If the Board of Administration of the California Public Employees' Retirement System (CalPERS) informs the parties in writing that it has determined that the recent temporary arrangement whereby State employees were relieved of paying into their~~

~~retirement fund may be extended for 12 months and that such an extension would be fiduciarily sound and meet the Board's established actuarial standards, which in turn provides temporary cash flow relief to the State, the parties will agree to the following:~~

~~1. Effective the first of the pay period following approval by the CalPERS Board and ratification of the Legislature and continuing for 12 monthly pay periods thereafter, the State agrees to the following:~~

- ~~• Employees who are miscellaneous/industrial members of the first tier plan, and who are subject to Social Security under the Public Employees' Retirement System (CalPERS), shall have their employee retirement contribution rate reduced to zero.~~
- ~~• Employees who are miscellaneous/industrial members of the first tier plan, and who are not subject to Social Security under the Public Employees' Retirement System (CalPERS), shall have their employee retirement contribution rate reduced from 6% of compensation in excess of three hundred and seventeen dollars (\$317) each month to 1% of compensation in excess of three hundred and seventeen dollars (\$317) each month.~~

~~6. After 12 months, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.~~

~~The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001, communication to DPA from CalPERS' Actuarial & Employer Services Division, effective the date referenced in paragraph 1 above, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year." However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the Contract, and all obligations set forth herein, to be null and void. In the event this Contract becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001, and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.~~

#### **~~17.10 Employee Retirement Contribution Reduction for STRS Members~~**

~~If the Board of Administration of the State Teachers Retirement System (STRS) informs the parties in writing that it has determined that the recent temporary arrangement whereby state employees were relieved of paying into their retirement fund may be extended for 12 months and that such an extension would be fiduciarily sound and meet the Board's established actuarial standards, which in turn provides temporary cash flow relief to the State, the parties will agree to the following:~~

- ~~1. Effective the first of the pay period following approval by the STRS Board and ratification of the legislature and continuing for 12 monthly pay periods thereafter, the State agrees to the following:~~
  - ~~• Employees who are miscellaneous members of the State Teachers Retirement System (STRS), shall have their employee retirement contribution rate reduced to from eight (8%) percent of monthly compensation each month to three (3%) of compensation dollars each month.~~
- ~~2. After 12 months, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.~~
- ~~3. The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001 communication to DPA from CalPERS' Actuarial & Employer Services Division, effective the date referenced in paragraph 1 above, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year." However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the Contract, and all obligations set forth herein, to be null and void. In the event this Contract becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001 and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.~~

### **17.11 Pre-Retirement Death Continuation of Benefits**

Government Code Section 19849.15 – notwithstanding any other provision of law, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental and vision benefits for a period not to exceed 120 days beginning in the month of the employee's death. The surviving spouse, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits.

### **17.X State Safety Retirement**

The Union and the State agree to participate in the First-Tier retirement plan as prescribed by law.



The table below lists the current First Tier age/benefit factors.

<u>AGE AT RETIREMENT</u>	<u>CURRENT FACTORS</u>
<u>50</u>	<u>1.700</u>
<u>51</u>	<u>1.800</u>
<u>52</u>	<u>1.900</u>
<u>53</u>	<u>2.000</u>
<u>54</u>	<u>2.225</u>
<u>55 and over</u>	<u>2.500</u>

There are factors for attained quarter ages, such as 52  $\frac{3}{4}$ . These improved age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 Memorandum of Understanding between the State and the Union. The improved factors also apply to past service that is credited under the State Safety retirement category.

The amount of member contributions required of employees covered under these factors continues to be six percent (6%) of monthly compensation in excess of \$317.

State safety members shall contribute six percent (6%) of monthly compensation in excess of \$317 for retirement.

New employees hired on or after January 1, 2007, will, be subject to the 2.5% @ 55 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six consecutive months of employment. Employees in employment prior to January 1, 2007, will remain subject to the 2.5% @ 55 retirement formula with benefits based on the highest average monthly pay rate during twelve consecutive months of employment.

The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new State Safety members hired on or after January 1, 2007.

If the Board of Administration of the California Public Employees' Retirement System (CalPERS) informs the parties in writing that it has determined that the recent temporary arrangement whereby State employees were relieved of paying into their retirement fund may be extended for 12 months and that such an extension would be fiduciarily sound and meet the Board's established actuarial standards, which in turn provides temporary cash flow relief to the State, the parties will agree to the following:

A. Effective the first of the pay period following approval by the CalPERS and ratification of the Legislature and continuing for 12 monthly pay periods thereafter, the State agrees to the following:

- Employees who are safety members (2.5% at 55) under the CalPERS, shall have their employee retirement contribution rate reduced from 6% of monthly

compensation in excess of three hundred seventeen (\$317) dollars each month to 1.0% of compensation in excess of three hundred seventeen (\$317) dollars each month.

B. After 12 months, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.

C. The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001, communication to DPA from CalPERS' Actuarial & Employer Services Division, effective the date referenced in paragraph 1 above, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year." However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the Contract, and all obligations set forth herein, to be null and void. In the event this Contract becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001, and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.

#### Three-year Average Pay for Calculating Retirement Benefits

##### For State Employees Hired on or After January 1, 2007

20037.7. (a) Notwithstanding Sections 20035 and 20037, final compensation for a person who becomes a state member of the system on or after January 1, 2007, and is represented by State Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, or 21, means the highest average annual compensation earnable by the member during the consecutive 36-month period immediately preceding the effective date of his or her retirement, or the date of his or her last separation from state service if earlier, or during any other period of 36 consecutive months during his or her state membership that the member designated on the application for retirement.

(b) This section applies to service credit accrued while a member of State Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, or 21.

(c) This section does not apply to:

(1) Former state employees who return to state employment on or after January 1, 2007.

(2) State employees hired prior to January 1, 2007, who were subject to Section 20281.5 during the first 24 months of state employment.

(3) State employees hired prior to January 1, 2007, who become subject to representation by State Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, or 21 on or after January 1, 2007.

(4) State employees on an approved leave of absence who return to active employment on or after January 1, 2007.

## ARTICLE 18 – PERMANENT INTERMITTENT APPOINTMENTS

- A. Except as otherwise provided in this agreement (e.g. Article 23, Article 24, etc), a permanent intermittent position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A permanent intermittent employee may work up to 1,500 hours in any calendar year based upon Government Code Section 19100 et seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department. ~~The use of the State Personnel Board Rule 277 is one of the many employment alternatives the appointing power may elect to use to fill vacant positions within a competitive selection process.~~
- ~~B.~~ The use of the State Personnel Board Rule 277 is one of the many employment alternatives the appointing power may elect to use to in filling vacant positions within a competitive selection process. When filling permanent full-time vacancies, a department shall consider eligible permanent-intermittent employees within the classification.
- ~~B.~~ C. Each department may establish an exclusive pool of permanent intermittent employees based upon operational need.
- ~~C.~~ D. Each department shall endeavor to provide a permanent intermittent employee with seven (7) calendar days but in no case less than 72 hours notice of their work schedule, except when they are called in to fill in for unscheduled absences or for unanticipated operational needs.
- ~~D.~~ E. Upon mutual agreement, a department head or designee may grant a permanent intermittent employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.
- ~~E.~~ F. A permanent intermittent employee will become eligible for leave credits in the following manner:
1. **Sick Leave** - A permanent intermittent employee who has completed 160 hours of paid employment will be eligible for up to eight (8) hours of sick leave credit with pay. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the permanent intermittent employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:
    - a. Sick leave may be requested and taken in fifteen (15) minute increments.
    - b. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.
    - c. The administration of sick leave for permanent intermittent employees shall be in accordance with Article 8, Section 8.2, Sick Leave.

2. **Vacation Leave** - A permanent intermittent employee will be eligible for vacation leave credit with pay ~~as defined in Article 8, Section 8.1,~~ on the first day of the following qualifying monthly pay period following completion of 960 hours of compensated work. Thereafter, a permanent intermittent employee will be eligible for vacation credit with pay in accordance with the schedule in Article 8, Section 8.1A, on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:
- a. Pay the permanent intermittent employee in a lump-sum payment for accumulated vacation leave credits; or
  - b. By mutual agreement, schedule the permanent intermittent employee for vacation leave; or
  - c. Allow the permanent intermittent employee to retain his/her vacation credits; or
  - d. Effect a combination of a., b., or c. above.
  - e. A permanent intermittent employee will be subject to the provisions of Article 8.1, Vacation Leave.

### **3. Annual Leave (NEW)**

A Permanent intermittent employee will be eligible for annual leave credit with pay, on the first day of the following qualifying monthly pay period following completion of 960 hours of compensated work. Thereafter, a permanent intermittent employee will be eligible for annual leave credit with pay in accordance with the schedule in Article 8.19 B/8.20, on the first day of the qualify monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:

- a. Pay the permanent intermittent employee in a lum-sum payment for accumulated annual leave credits; or
- b. By mutual agreement, schedule the permanent intermittent employee for annual leave; or
- c. Allow the permanent intermittent employee to retain his/her annual leave credits; or
- d. Effect a combination of a., b., or c. above.
- e. A permanent intermittent employee will be subject to the provisions of Article 8.19/8.20, Annual Leave.

### **3- 4. Holidays -**

- a. A permanent intermittent employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for observed holidays specified in Article 7 of this Contract in accordance with the following chart. If a permanent intermittent employee works on the holiday, the

employee shall also receive his/her hourly rate of pay for each hour worked unless the provisions of Article 19.2, B. apply.

Hours on Pay Status During Pay Period	Holiday Compensation in Hours for Each Holiday
0-10.9	0
11-30.9	1
31-50.9	2
51-70.9	3
71-90.9	4
91-110.9	5
111-130.9	6
131-150.9	7
151 or over	8*

\*Notwithstanding any other provision, an employee can only accrue up to 8 hours of holiday credit per holiday.

- b. When a permanent intermittent (PI) employee in work week group 2 is required to work on an observed holiday, and the employee works 151 or more hours in that pay period, the employee shall receive holiday compensation in accordance with Article 7.G.

4. 5. **Bereavement Leave** – A permanent intermittent employee may only be granted bereavement leave in accordance with Article 8, Section 8.3, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on bereavement leave.

5. 6. **Jury Duty** – A permanent intermittent employee shall only be granted jury duty leave in accordance with Section 8.14 if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on jury duty. When night jury duty is required of a permanent intermittent employee, the employee shall be released without loss of compensation for such portion of required time that coincides with the permanent intermittent employee's work schedule. This includes any necessary travel time.

6. ~~**Non-Industrial Disability Leave** – Where employment is intermittent, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins~~

~~as compared to the regular rate for a full-time employee in the same group or class. A permanent intermittent employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.~~

- ~~7.~~ 7. **State Disability Insurance (SDI)** – Permanent intermittent employees shall be covered under the State Disability Insurance (SDI) benefit in accordance with Section 9X in lieu of a Non Industrial Disability Insurance (NDI) benefit and the Enhanced Non Industrial Disability Insurance (ENDI) benefit, effective April 1, 2006.
- ~~7.~~ 8. **Mentoring Leave** – A permanent intermittent employee shall be eligible for Mentoring Leave in accordance with Article 8, Section 8.17, Mentoring Leave.
- ~~F.~~ G. ~~Each department will establish a date by which its permanent intermittent employees shall receive their regular pay. Monthly paid permanent intermittent employees shall be paid by the 15<sup>th</sup> of each month.~~
- ~~G.~~ H. **Dental Benefits** – A permanent intermittent employee will be eligible for dental benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a dental benefit plan within sixty (60) days from the end of the qualifying control period.
- ~~H.~~ I. **Health Benefits** – A permanent intermittent employee will be eligible for health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.
- ~~I.~~ J. **Vision Service Plan** – A permanent intermittent employee will be eligible for the State's vision services plan during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in the vision service plan within sixty (60) days from the end of the qualifying control period.
- ~~J.~~ K. Permanent intermittent employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidated Omnibus Reconciliation Act (COBRA).

- ~~K.~~ L. **Flex Elect Program** – Permanent Intermittent employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. Permanent intermittent employees choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. Permanent intermittent employees choosing the Cash Option will qualify if they work at least one-half time, have an appointment for more than six months, and receive credit for a minimum of 480 paid hours within the six-month control period of January 1 through June 30 of the plan year in which they are enrolled.
- ~~L.~~ M. The call-in/scheduling of a permanent intermittent employee and the hours of work an individual permanent intermittent employee may receive shall be applied without prejudice or personal favoritism. Each work site shall post the permanent intermittent schedule and record of permanent intermittent hours worked per week on an ongoing and weekly basis.
- ~~M.~~ N. A permanent intermittent employee that is offered a permanent full-time or part-time job within a department shall not be denied release from their permanent intermittent employee position by management.
- ~~N.~~ O. All remaining conditions of employment that relate to the permanent intermittent employee shall be administered in accordance with existing rules and regulations, unless modified by this Contract.



## **ARTICLE 19 – HOURS OF WORK AND OVERTIME**

### **19.1 Hours of Work**

- A. Employees in Work Week Group (WWG) 2 required to work in excess of forty (40) hours per week shall be compensated for such ordered overtime either by cash payment or compensating time off (CTO) in the following manner:
  - 1. Cash compensation shall be at one and one-half times the hourly rate.
  - 2. Compensating time off shall be authorized at one and one-half (1.5) hours for each overtime hour worked.
  - 3. Employees in classes assigned to WWG 2 shall be compensated for ordered overtime of at least one-quarter hour at any one time. Overtime will be credited on a one-quarter hour basis with a full quarter of an hour credit granted if half or more of the period is worked. Smaller fractional units will not be accumulated.
- B. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations.
- C. Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in Sections 785.41 of Title 29 of the Code of Federal Regulations.
- D. No employee in a classification assigned to WWG E shall have his/her salary reduced (docked) for absences of less than an entire day.

### **19.2 Call Back Time**

- A. An employee in Workweek Group 2 who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three hours after the completion of the work shift just completed. This does not include prescheduled overtime.
- B. When such an employee is called back under these conditions within four hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four hours credit for the new call back.
- C. When such an employee is called back within four hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.
- D. When staff meetings, training sessions, or work assignments are regularly scheduled on an employee's authorized day off, and the employee is required to attend, the employee shall receive call back compensation. When staff meetings and training

sessions are regularly scheduled on an employee's normal work day and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.

- E. For all pay and reporting purposes, compensating time begins when the employee reports to the job site.

### **19.3 Reduced Work Time**

Employees who voluntarily reduce their work time pursuant to the Reduced Worktime Act, shall have right of return to full-time employment pursuant to Government Code Section 19996.24 and Department of Personnel Administration Rule 599.836.

### **19.4 Shift Change**

- A. Except in emergencies, the State shall provide 14 calendar days advance notice of permanent shift changes so that the employee has an opportunity to reschedule his/her obligations.
- B. When a department has approved an educational program for an employee and subsequently requires the employee to change his/her shift, as defined above, the department will support the employee's claim for reimbursement of the nonrecoverable cost of tuition for the educational program, if the shift change requires the employee to discontinue the educational program.

### **19.5 Work Week Group E - Policy (FLSA-Exempt)**

State employees who are exempt from the FLSA are not hourly workers. The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

Following is the State's policy for all employees exempt from the FLSA:

1. Management determines, consistent with the current MOU's, the products, services, and standards which must be met by FLSA-exempt employees.
2. The salary paid to FLSA-exempt employees is full compensation for all hours worked in providing the product of service.
3. FLSA-exempt employees are not authorized to receive any form of overtime compensation, whether formal or informal.
4. FLSA-exempt employees are expected to work within reason as many hours as necessary to accomplish their assignments or fulfill their responsibilities.
5. Consistent with the services which management has determined must be provided, FLSA-exempt employees are to be given discretion in establishing their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts, must receive approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave) and for

absences of one day or more, and must respond to directions from management to complete work assignments by specific deadlines.

6. Consistent with the salaried nature of FLSA-exempt employees, these employees:
  - a. Shall not be charged any paid leave for absences in less than whole day increments.
  - b. Shall not be docked for absences of less than a day.
  - c. Shall not be suspended for five days or less when facing discipline.
  - d. Shall not have absences of less than a day recorded for attendance, record keeping, or compensation purposes.
  - e. May be allowed, with approval of appointing power, absences with pay for one or more whole days due to excessive work load or other special circumstances.

#### **19.5(a) Guidelines for Applying Implementing Work Week Group (WWG) E Policy**

The purpose of this document is to provide additional guidelines for both supervisor and the employee to assist them in applying ~~implementing~~ the WWG E work week group policy as implemented on January 24, 1994.

Not discussed fully in the WWG E policy is the essential need for ongoing communication between supervisor and employee. This is, of course, two way communication not merely one way. While no one can lay down absolute rules for how often supervisors and employees need to have dialogue, they must do so frequently enough so that both are provided with information they need for each to fulfill their roles in completing work and achieving the mission and goals of the organization.

WWG E employees are not paid for time spent per se, but for work performed. It is therefore appropriate that the focus of the dialogue between supervisors and employees be primarily on what work is to be done, when it is to be completed, and perhaps, how it is to be completed. This includes, not only, specific work and products that have definite deadlines, but also ongoing functions such as interaction with or providing consultation to other employees. Generally, prescribing specific hours should not be necessary. The needs of those receiving consultation or advice and their availability, coupled with the other work requirements an employee has should indicate how these important needs can be met. This may be by a variety of methods and it may employ time frames that change from week to week, in some cases, while in others the time spent in providing consultation to colleagues, etc, may be fairly fixed and consistent.

As much as possible, the employee should be given flexibility in determining how and when this is done, provided that this function is being adequately taken care of. If an employee fails to fulfill this function, it may indicate the need for a more fixed schedule in terms of being available. It is important, also, that if work requirements and/or deadlines or other situations change, that the supervisor continue to inform the employee on a timely basis of such factors so that the employee is able to make whatever adjustments

are necessary in terms of effort, time, and/or changing priorities to meet the changing expectations of the supervisor.

From the supervisor's point of view, it is important that the employee not only be diligent in working towards completion of various assignments, but also be diligent concerning providing the ongoing assistance and/or performance of his/her duties that may be necessary for the effective operation of the particular work unit. This means that as situations change or as work progresses, the supervisor needs to receive feedback from the employee on a fairly frequent basis, especially when any problems or change takes place that might require some adjustment in work, product, methodology, etc. It is also important in case changes occur that a supervisor must be able to communicate with an employee if needed. This makes it essential that employees are diligent in keeping their office informed of their whereabouts and their schedules. While it is not always possible, it should be done probably at least on a weekly basis. Where changes occur, these should be reported and the schedule adjusted accordingly. This does not necessarily mean the filling out of long detailed written schedules, in practically all cases, these are unnecessary. What is necessary is whatever it takes so that if a supervisor on Tuesday morning at 10 a.m. finds it essential to discuss an issue with an employee, that the employee's secretary or colleagues know the employee's schedule and how, if possible, he/she may be reached.

In the case of an employee's being at a doctor's appointment or in court or in a variety of other situations, the employee may not be reachable at a given time, but information should have been provided so that the supervisor knows when the employee will next either call in or be available for discussion. In some cases, arrangements which for example provide that the employee will be available during specific hours a given day may be useful in providing opportunities for either discussions with the supervisor and/or colleagues needing or providing assistance. These matters, of course, should all be discussed thoroughly by both supervisor and employee so there is a clear understanding of the expectations both have with regard to availability, completion of work assignments, etc.

You will note that in the paragraphs above, while times for consultation, etc. were discussed, there was little mention made of any sort of fixed hours or work schedule, except in the one hypothetical example in the last paragraph. This approach is in keeping with the WWG E concept since it avoids the notion that the employee is required to work a fixed work schedule. This is, in fact, the basic concept of the WWG E work week group policy and is what distinguishes it from work week group 2. Fixed work schedules that are not based on actual operational needs are not appropriate to the WWG E policy. While it is true that the typical business hours of most State agencies and offices is from 8 to 5, Monday through Friday, this does not translate into requiring an 8 to 5 or other fixed schedule for all employees. While it may, in fact, be necessary for a particular WWG E employee to generally work a schedule that appears to follow the 8 to 5 regime, this should only occur because the work being performed dictates such a schedule. If in fact the work need not be performed during those specific hours, there is no operational need to require those specific hours, or any other specific hours for that matter. Counting hours is antithetical to the WWG E concept. Supervisors should be aware that it is not the time spent in the office, or even the time spent in the actual performance of duties that should be the subject of evaluation of an employee. Rather, the quality of work performed, the work product itself and the fulfillment of professional duties should be the focus of evaluation. If there are deficiencies in these areas, the corrective action/adverse action procedures should be followed.

If an employee is not available for consultation with other employees and is therefore not fulfilling that responsibility, that must be the focus of attention, not whether the employee is available during specific hours in the office. Employees need to be aware, however, that if they are not fulfilling their obligations in terms of consultation with other employees, etc. management does have the right to temporarily impose a more fixed work schedule in order to insure that these duties are being performed. If this becomes a matter of dispute, then outside help should be sought so that the difference of opinion can be resolved. Where this does not occur, the expedited dispute procedure which has been negotiated should be followed.

## **19.6 Arduous Pay Differential**

The State shall establish an "arduous pay" program to provide additional compensation to FLSA exempt employees assigned to WWG E when there is no other way to recognize the performance of additional duties and responsibility which clearly exceed the normal demands of an employee's classification/position. Employees shall be eligible for this pay differential for up to four months per fiscal year (or per event for emergencies involving loss of life or property.)

Requests for arduous pay shall be made to the Department of Personnel Administration on a case-by-case basis by the employing department. The Department of Personnel Administration shall evaluate said requests based on whether they satisfy all of the following.

1. **Nonnegotiable Deadline or Extreme Urgency**

The work must have a deadline or completion date that cannot be controlled by the employee or his/her supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for his/her work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.

2. **Work Exceeds Normal Work Hours and Normal Productivity**

The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment.

Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal work week, there is a demand for and achievement of greater productivity or result.

3. **Work is Unavoidable**

The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.

4. Work involves Extremely Heavy Workload

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would not normally satisfy this requirement because time off can be arranged as compensation for this demand.

5. No Other Compensation

The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above described work.

Department decisions not to submit arduous pay requests to the Department of Personnel Administration, and DPA decisions to deny arduous pay, shall not be subject to the grievance or arbitration provisions of this agreement.

### **19.7 Overtime Meals - Work Week Group 2**

When a BU 21, Work Week Group 2 employee is required to work overtime, the employee may be furnished with a meal or provided an overtime meal allowance of up to \$8.00. Receipts may be required. To be eligible for the meal or the allowance, the employee must be required to report to work at least two (2) hours prior to or be required to remain at least two (2) hours past their regularly scheduled work day. No more than three (3) overtime meal allowances may be claimed during any 24-hour period.

## **ARTICLE 20 – WORK AND FAMILY**

### **20.1 Work and Family Labor/Management Committee**

- ~~A. The parties agree to establish one statewide permanent joint labor/management committee on work and family. The committee shall serve in an advisory capacity to the Department of Personnel Administration's Work and Family Program. Work and family related activities that the Committee will engage in include sponsoring research, reviewing existing programs and policies, recommending new programs and policies, initiating marketing efforts, and evaluating the effectiveness of initiatives implemented by the Work and Family Program. Such work and family programs and policies may include, but are not limited to childcare, elder care, family leave, flexibility in the workplace, and a variety of other family friendly programs and policies.~~
- ~~B. The committee shall be comprised of an equal number of management and union representatives. The Union recognizes that membership on the committee may also include any or all other unions representing State employees. The committee shall have co-chairpersons, one representing management and one representing labor. CSEA shall have a total of four (4) representatives who may cast a total of nine votes (one for each CSEA bargaining unit).~~
- ~~C. The parties agree the union representatives shall attend committee meetings without loss of compensation. The co-chairpersons may determine that subcommittees are necessary or preparatory work other than at committee meetings is necessary. If this occurs, the management co-chairperson may request that additional release time be granted for this purpose. Approval of release time is subject to operational need.~~
- ~~D. The committee shall meet regularly and shall begin meeting after the ratification of this contract.~~

~~The \$5 million dollars established in the Work and Family Fund shall be administered by the Department of Personnel Administration. Amounts to be allocated and expended annually from the fund shall be determined by the Department of Personnel Administration and the committee.~~

### **20.2 Work and Family Program**

~~The State and the Union recognize the importance of dealing with Work and Family issues. The parties also agree to make available the following programs to State employees utilizing funds from the \$5,000,000 allocated to Work and Family as provided in the current collective bargaining agreement until December 31, 2005.~~

#### **A. Dependant Care Subsidies**

~~The State and the Union agree to allocate \$2,000,000 from the Work and Family Fund to establish a Dependant Care Subsidy Program for eligible State employees.~~

The program shall be administered as follows:

1. ~~Employees may be eligible to receive a one-time Dependent Care Subsidy of up to \$1,000 per calendar year for their qualified dependent as defined by Title 26, Subtitle A, Chapter 1, Subchapter, Part IV, Subpart A, Subsection 21 of the Internal Revenue Code.~~
2. ~~To be eligible for the subsidy, an employee's classification income at time of filing may not exceed a monthly base income of \$4,000 or a total of \$48,000 per year. Overtime, Recruitment & Retention differentials, will not be counted towards total annual income. Employees will be required to self-certify their income. A random audit verification of approximately 10 percent of the eligible employees may be conducted. Employees selected in the randomized audit may be required to provide income verification.~~
3. ~~Employees will be required to enroll and participate in a Dependant Care Reimbursement Account administrated through the State FlexElect program. Employees must meet the eligibility criteria for the State Flexelect program to be eligible to participate in the Dependent Care Subsidy program.~~
4. ~~Employees will be required to apply for the subsidy each calendar year in which the Dependant Care Subsidy is offered. Should the number of employees applying for the benefit exceed the total funds available for subsidies, a lottery will be used to select employees who will receive the subsidy. Only one cash award per year will be awarded to each employee. Married State employees may apply separately, but may not receive more than one subsidy award of up to \$1,000 per qualified dependant, two-child maximum. Employees will be required to reapply for the subsidy program and FlexElect each year.~~
5. ~~Subsidies will be deposited annually on January 1, into employees' FlexElect Dependent Care Reimbursement Accounts. Appropriation dates are January 1, 2003, January 1, 2004, and January 1, 2005.~~
6. ~~The Department of Personnel Administration shall administer the Dependant Care Subsidy program.~~



## ARTICLE 21 – PROFESSIONAL ISSUES

### 21.1 Professional Responsibility

- A. It is the State's policy to allow Unit 21 employees the exercise of professional judgment in their work including work methods, objectives, and hours.
- B. Unit 21 employees shall exercise their professional judgment in their work including scheduling of work hours consistent with the fulfillment of professional responsibilities.
- C. Both parties recognize that ultimate responsibility rests with management.

### 21.2 Recognition of Authorship

The State employer shall recognize authorship of Unit 21 civil service employees involved in the writing of publications and preparation of electronic media presentations by identifying principal contributors and/or authors in said publications and presentations. In the event of disputes involving the identity of principal contributors or principal authorship, the department head or designee shall resolve such disputes.

### 21.3 Job Related Conferences and Conventions

The State and the Union recognize that certain benefits accrue to the State and Unit 21 employees through participation in job-related conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities as are of value to the State.

### 21.4 Telecommute/Telework Program

~~Each State Agency will disseminate its Telework Policy by January 2, 2002 and consider its use for appropriate work assignments.~~

- A. Telework is defined as performing work one (1) or more days per pay period away from the work site to which the employee is normally assigned. Such locations must be within a preapproved work space and during preapproved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guideline.
- B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group, as described in the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992.
- C. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.

- D. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussion may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State work sites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.
- E. Upon written request, no more than once each fiscal year, representatives of the Department of Personnel Administration will meet with three (3) representatives of CSEA to discuss improvements to the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992. Union representatives shall serve without loss of State compensation for this meeting.

#### **10.8 21.5 Electronic Monitoring**

If an employee believes that the State's use of current or future technology is being used for the purpose of harassment he/she may grieve such action under Article 6.

## ARTICLE 22 – ENTIRE AGREEMENT AND DURATION

### 22.1 Entire Agreement

- A. The parties acknowledge that during the negotiations which resulted in this Contract, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract. Any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract. With respect to other matters within the scope of negotiations, negotiations may be required as provided in subsection B. below.
- B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Contract. The parties recognize that it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees when all three of the following exists:

1. Where such changes would affect the working conditions of a significant number of employees.
2. Where the subject matter of change is within the scope of representation pursuant to Ralph C. Dills Act.
3. Where the Union requests to negotiate with the State.

An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this subsection, such disagreement may be submitted to the arbitration procedure for resolution.

The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Ralph C. Dills Act.

- C. The Department of Personnel Administration will meet with representatives of the Union monthly, upon request, to review the notices to meet and confer under the provisions of B. above received by the Union to determine if the issues to be discussed can be consolidated to reduce the number of meetings required.

### 22.2 Duration

- A. ~~Unless a specific provision provides for a different effective date, the terms of this Contract shall go into effect July 3, 2003 and remain in full force through June 30, 2005.~~ be July 1, 2005 to June 30, 2008.

- ~~B. Three (3) months prior to July 1, 2004, the Union may notice the State of its intent and will begin negotiations on not more than two (2) economic and two (2) non-economic articles of the existing Contract for negotiations. Furthermore, each separate unit may notice the state of its intent and will begin negotiations on not more than one (1) economic and one (1) non-economic article of the existing Contract for negotiations.~~
- C. In the six-month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.

## **SIDELETTER, ADDENDUM, AND APPENDICES**

### **SIDE LETTER #1 — Mitigation**

~~The savings achieved in employee compensation for fiscal year (FY) 2003-04 that have been agreed to by the parties shall first be applied to mitigate layoffs during FY 2003-04 for Bargaining Unit 21, consistent with the provision of the Budget Act of 2003.~~

~~In applying these savings, the following principals will govern:~~

- ~~a. It is understood that these savings will not be applied to any program reductions beyond the requirements of Section 4.10 and;~~
- ~~b. The Union understands that this provisions does not obligate the employer to retain any position that is not supported by the work to be done or the organizational structure of the affected State Agency.~~

## **ADDENDUM #1 - Employer-Paid Employee Retirement Contributions**

The purpose of this Article is to implement the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the State of California on behalf of employees in Bargaining Unit 21. Pursuant to Section 414(h)(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee.

Implementation of Section 414(h)(2) is accomplished through reduction in wages pursuant to the provisions of this Article.

1. Definitions. Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.
  - a. "Employees." The term "employees" shall mean those employees of the State of California in Bargaining Unit 21 who make contributions to the State Teachers' Retirement System (STRS).
  - b. "Employee Contributions." The term "employee contributions" shall mean those contributions to the STRS which are deducted from the salary of employees and credited to individual employee's accounts.
  - c. "Employer." The term "employer" shall mean the State of California.
  - d. "Gross Income." The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit 21 by the State of California as defined in the Internal Revenue Code and rules and regulation established by the Internal Revenue Service.
  - e. "Retirement System." The term "retirement system" shall mean the State Teachers' Retirement System as made applicable to the State of California under the provisions of the State Teachers' Retirement Law (California Education Code Section 2200, et seq.).
  - f. "Wages." The term "wages" shall mean the compensation prescribed in this Agreement.
2. PICK UP TO EMPLOYEE CONTRIBUTIONS
  - a. Pursuant to the provisions of this Agreement, the Employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contribution in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.
  - b. Employee contributions made under Paragraph A of this Article shall be paid from the same source of funds as used in paying the wages of affected employees.

- c. Employee contributions made by the Employer under Paragraph A of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
- d. "The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system."

### 3. WAGE ADJUSTMENT

Notwithstanding any provision in this Agreement on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions thereof.

### 4. LIMITATIONS TO OPERABILITY

This article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

### 5. NON-ARBITRABILITY

The parties agree that no provisions of this Article shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this Agreement.

## APPENDIX A - BU 21 Classifications Eligible to Receive Educational Leave

CLASS CODE	SCHEM CODE	CLASS TITLE
2718	FG66	American Indian Education Assistant
2719	FG65	American Indian Education Consultant
2750	FG83	Bilingual/Migrant Education Assistant
2758	FG80	Bilingual/Migrant Education Consultant (Retitled 10/6/87 from Bilingual/Bicultural Education Consultant)
2715	EQ61	Career-Vocational Education Assistant
2722	EQ58	Career-Vocational Education Consultant (Revised 10/4/94 from Vocational Education Consultant)
2513	EN50	Agricultural Education Consultant
2517	EN90	Business Education Consultant
2514	EO20	Health Careers Education Consultant
2520	EO50	Home Economics Education Consultant (Retitled from Homemaking Education Consultant 10/4/94)
2524	EO90	Industrial and Technology Education Consultant (Retitled from Industrial Education Consultant 10/4/94)
2837	FB65	Child Development Assistant
2834	FB64	Child Development Consultant
2634	EW20	Consultant in Intergroup Relations
2616	EU20	Consultant in Mathematics Education
2769	FG30	Consultant in Physical Education
2774	FG60	Consultant in Pupil Personnel Services
2620	EQ70	Vocational Education., Gender Equity Consultant
2655	ER95	Education Programs Assistant
2656	ER90	Education Programs Consultant (Retitled from Education Administration Consultant 7/29/86)



<b>CLASS CODE</b>	<b>SCHEM CODE</b>	<b>CLASS TITLE</b>
2589	ER76	Assistant Field Representative, School Administration
2573	ER80	Field Representative, School Administration (Specialist)
2585	ER79	Field Representative, School Administration (Supervisory)
2260	FG45	Nutrition Education Assistant (Retitled from Nutrition Education & Training Assistant 2/19/97)
2261	FG50	Nutrition Education Consultant (Retitled from Nutrition Education & Training Consultant (Nonsupervisory) 2/19/97)
2773	FG41	School Health Education Assistant
2772	FG40	School Health Education Consultant
2754	FF59	Special Education Assistant
2764	FF60	Special Education Consultant
*2642	EX10	Education Research and Evaluation Assistant
*2643	EX20	Education Research and Evaluation Consultant
*2549	EM25	Community Colleges Program Assistant I
*2550	EM30	Community Colleges Program Assistant II
*2539	EM51	Specialist in Academic Planning & Development, CCC
*2530	EM85	Specialist in Agricultural Education, CCC
*2531	EM87	Specialist in Business Education, CCC
*2540	EM89	Specialist in Criminal Justice Education, CCC
*2544	EM54	Specialist in Employment & Certification, CCC
*2508	EM70	Specialist in Facilities Planning & Utilization, CCC
*2525	EM82	Specialist in Fiscal Planning & Administration, CCC
*2458	EM91	Specialist in General Vocational Education, CCC
*2535	EM93	Specialist in Health Education, CCC
*2465	EM95	Specialist in Homemaking Education, CCC

<b>CLASS CODE</b>	<b>SCHEM CODE</b>	<b>CLASS TITLE</b>
*2534	EM97	Specialist in Industrial Education, CCC
*2551	EM55	Specialist in Information Systems & Analysis, CCC
*2547	EM99	Specialist in Public Service Occupations, CCC
*2565	EM63	Specialist in Student Services Planning & Development, CCC
*2617	EU70	Assistant Consultant in Teacher Preparation
*2618	EU75	Consultant in Teacher Preparation (Examinations & Research)
*2635	EU80	Consultant in Teacher Preparation (Program Evaluation & Research)
*2566	EL68	Associate in Postsecondary Education Studies (Class established with Ranges A & B and positions reallocated from Postsecondary Education Specialist I and II on 11/14/89)
*2506	EL70	Senior Associate in Postsecondary Education Studies (Retitled from Postsecondary Education Specialist III 11/14/89)
**2958	FM65	Library Programs Consultant
**8250	TN20	Nursing Education Consultant
**2742	EK10	Private Postsecondary Education Specialist
**2743	EK20	Private Postsecondary Education Senior Specialist
**2560	EM71	Specialist in Library Planning & Development, CA Community Colleges

\* Eligible only after 1/1/1988

\*\* Eligible only after 1/1/2002

**Abolished BU 21 Classes Eligible For Education Leave Credit**

<b>CLASS CODE</b>	<b>SCHEM CODE</b>	<b>CLASS TITLE</b>
2730	FD30	Adult Education Assistant I
2731	FD25	Adult Education Assistant II
2732	FD20	Adult Education Consultant
2588	ER74	Assistant Field Representative I, School Administration
2589	ER76	Assistant Field Representative II, School Administration (Specialist)
2765	FG90	Bilingual/Bicultural Education Assistant I
2759	FG85	Bilingual/Bicultural Education Assistant II
2832	FB68	Child Development Assistant I
2833	FB66	Child Development Assistant II
2770	FH86	Compensatory Education Assistant I
2776	FH88	Compensatory Education Assistant II
2782	FH90	Compensatory Education Consultant (On Footnote 24)
2701	FA60	Consultant in Gifted & Talented Education
2705	FB15	Consultant in Reading
2767	FG35	Consultant in School Nursing & Health Services
2622	EU60	Consultant in Traffic Safety Education
2594	ES60	Textbook Consultant
2608	FB50	Early Childhood Education Assistant I
2610	FB40	Early Childhood Education Assistant II
2607	FB30	Early Childhood Education Consultant
2662	ER96	Education Administration Assistant I
2663	ER93	Education Administration Assistant II

<b>CLASS CODE</b>	<b>SCHEM CODE</b>	<b>CLASS TITLE</b>
2483	EK86	Education Program Planning & Development Assistant
2484	EK87	Education Program Planning & Development Consultant
2793	FI17	Migrant Education Assistant I
2798	FI15	Migrant Education Assistant II
2783	FI10	Migrant Education Consultant
2612	ES98	School Approvals Assistant I
2613	ES95	School Approvals Assistant II
2609	ES90	School Approvals Consultant
2747	FG38	School Health Education Assistant I
2748	FG39	School Health Education Assistant II
2692	EZ15	Secondary Education Assistant II
2686	EZ20	Secondary Education Consultant
2694	EZ30	Secondary Education Administrator I (Nonsupervisory)
2761	FF40	Special Education Assistant I
2762	FF50	Special Education Assistant II
2583	EQ60	Vocational Education Assistant I
2721	EQ59	Vocational Education Assistant II

**APPENDIX B – Chart for Computing Leave Hours for Reduced Time Bases**  
(Supercedes Accrual Rates In Management Memorandum 84-20-1)

Time Base	Hours of Monthly Vacation Leave							Hours of Monthly Annual Leave					Hours of Monthly Educational Leave	Hours of Monthly Sick Leave, Bereavement Leave and Holiday Credit
	7	10	11	12	13	14	15	11	14	16	17	18	10	8
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	2.20	2.80	3.20	3.40	3.60	N/A	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	4.40	5.60	6.40	6.80	7.20	N/A	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	6.60	8.40	9.60	10.20	10.80	6.00	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	8.80	11.20	12.80	13.60	14.40	8.00	6.40
1/8	0.88	1.25	1.38	1.50	1.63	1.75	1.88	1.38	1.75	2.00	2.13	2.25	N/A	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.75	3.50	4.00	4.25	4.50	N/A	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	4.13	5.25	6.00	6.38	6.75	N/A	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	5.50	7.00	8.00	8.50	9.00	5.00	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	6.88	8.75	10.00	10.63	11.25	6.25	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	8.25	10.50	12.00	12.75	13.50	7.50	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	9.63	12.25	14.00	14.88	15.75	8.75	7.00
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	1.10	1.40	1.60	1.70	1.80	N/A	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	3.30	4.20	4.80	5.10	5.40	N/A	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	7.70	9.80	11.20	11.90	12.60	7.00	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	9.90	12.60	14.40	15.30	16.20	9.00	7.20

## SALARY SCHEDULE

Schem Code	Class Code	Classification Title	Alt Rng	Current Salary		Work Week Grp
				Minimum Salary	Maximum Salary	
EJ20	2681	ADAPTIVE DRIVER EVALUATION SPECIALIST, DEPARTMENT OF REHABILITATION	A F	3,746.00 3,121.67	4,552.00 3,793.33	2
FD20	2732	ADULT EDUCATION CONSULTANT	A F	5,349.00 4,457.50	6,498.00 5,415.00	E
EN50	2513	AGRICULTURAL EDUCATION CONSULTANT	A F	5,349.00 4,457.50	6,498.00 5,415.00	E
FG66	2718	AMERICAN INDIAN EDUCATION ASSISTANT	A B F G	4,031.00 4,867.00 3,359.17 4,055.33	4,896.00 5,914.00 4,080.00 4,928.33	E
FG65	2719	AMERICAN INDIAN EDUCATION CONSULTANT	A F	5,349.00 4,457.50	6,498.00 5,415.00	E
BU30	2805	ARCHIVIST I	A F	3,611.00 3,009.16	4,388.00 3,656.67	E
BU40	2804	ARCHIVIST II	A F	4,144.00 3,453.33	5,034.00 4,195.00	E
EU70	2617	ASSISTANT CONSULTANT IN TEACHER PREPARATION	A B F G	4,031.00 4,867.00 3,359.17 4,055.33	4,896.00 5,914.00 4,080.00 4,928.33	E
ER76	2589	ASSISTANT FIELD REPRESENTATIVE, SCHOOL ADMINISTRATION	A B F G	4,031.00 4,867.00 3,359.17 4,055.33	4,896.00 5,914.00 4,080.00 4,928.33	E
EL68	2566	ASSOCIATE IN POSTSECONDARY EDUCATION STUDIES	A B F G	4,031.00 4,867.00 3,359.17 4,055.33	4,896.00 5,914.00 4,080.00 4,928.33	E
EX51	2689	ASSOCIATE VOCATIONAL EDUCATION ANALYST, CALIFORNIA ADVISORY COUNCIL FOR VOCATIONAL EDUCATION	A F	4,023.00 4,457.50	4,888.00 5,415.00	E
FJ90	2821	AUDIO-VISUAL TECHNICIAN, CALIFORNIA MUSEUM OF SCIENCE AND INDUSTRY	A F	2,620.00 2,183.33	3,184.00 2,653.33	2
FG83	2750	BILINGUAL/MIGRANT EDUCATION ASSISTANT	A B F G	4,031.00 4,867.00 3,359.17 4,055.33	4,896.00 5,914.00 4,080.00 4,928.33	E
FG80	2758	BILINGUAL/MIGRANT EDUCATION CONSULTANT	A F	5,349.00 4,457.50	6,498.00 5,415.00	E
ET10	2683	BUS DRIVER TRAINING PROGRAMS SPECIALIST	A F	4,457.00 3,714.17	5,415.00 4,512.50	E
EN90	2517	BUSINESS EDUCATION CONSULTANT	A F	5,349.00 4,457.50	6,498.00 5,415.00	E

Schem Code	Class Code	Classification Title	Alt Rng	Current Salary		Work Week Grp
				Minimum Salary	Maximum Salary	
EQ61	2715	CAREER-VOCATIONAL EDUCATION ASSISTANT	A	4,031.00	4,896.00	E
			B	4,867.00	5,914.00	
			F	3,359.17	4,080.00	
			G	4,055.33	4,928.33	
EQ58	2722	CAREER-VOCATIONAL EDUCATION CONSULTANT	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
FB65	2837	CHILD DEVELOPMENT ASSISTANT	A	4,031.00	4,896.00	E
			B	4,867.00	5,914.00	
			F	3,359.17	4,080.00	
			G	4,055.33	4,928.33	
FB64	2834	CHILD DEVELOPMENT CONSULTANT	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EM25	2549	COMMUNITY COLLEGE PROGRAM ASSISTANT I	A	4,031.00	4,896.00	2
			F	3,359.17	4,080.00	
EM30	2550	COMMUNITY COLLEGE PROGRAM ASSISTANT II	A	4,867.00	5,914.00	E
			F	4,055.33	4,928.33	
FH90	2782	COMPENSATORY EDUCATION CONSULTANT	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EW20	2634	CONSULTANT IN INTERGROUP RELATIONS	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EU20	2616	CONSULTANT IN MATHEMATICS EDUCATION	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
FG30	2769	CONSULTANT IN PHYSICAL EDUCATION	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
FG60	2774	CONSULTANT IN PUPIL PERSONNEL SERVICES	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EU75	2618	CONSULTANT IN TEACHER PREPARATION (EXAMINATIONS AND RESEARCH)	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EU80	2635	CONSULTANT IN TEACHER PREPARATION (PROGRAM EVALUATION AND RESEARCH)	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
ER50	2897	EDUCATION FISCAL SERVICES ASSISTANT	A	4,031.00	4,896.00	E
			B	4,867.00	5,914.00	
			F	3,359.17	4,080.00	
			G	4,055.33	4,928.33	
ER51	2898	EDUCATION FISCAL SERVICES CONSULTANT	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
ER95	2655	EDUCATION PROGRAMS ASSISTANT	A	4,031.00	4,896.00	E
			B	4,867.00	5,914.00	
			F	3,359.17	4,080.00	
			G	4,055.33	4,928.33	
ER90	2656	EDUCATION PROGRAMS CONSULTANT	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	

Schem Code	Class Code	Classification Title	Alt Rng	Current Salary		Work Week Grp
				Minimum Salary	Maximum Salary	
EY30	2654	EDUCATION PROJECT ASSISTANT I -VARIOUS PROJECTS-	A F	3,675.00 3,062.50	4,466.00 3,721.67	2
EY20	2653	EDUCATION PROJECT ASSISTANT II -VARIOUS PROJECTS-	A F	4,434.00 3,695.00	5,388.00 4,490.00	2
EY10	2652	EDUCATION PROJECT SPECIALIST I -VARIOUS PROJECTS-	A F	5,349.00 4,457.50	6,498.00 5,415.00	E
EX10	2642	EDUCATION RESEARCH AND EVALUATION ASSISTANT	A B F G	4,031.00 4,867.00 3,359.17 4,055.33	4,896.00 5,914.00 4,080.00 4,928.33	E
EX20	2643	EDUCATION RESEARCH AND EVALUATION CONSULTANT	A F	5,349.00 4,457.50	6,498.00 5,415.00	E
ER80	2573	FIELD REPRESENTATIVE, SCHOOL ADMINISTRATION (SPECIALIST)	A F	5,349.00 4,457.50	6,498.00 5,415.00	E
EO20	2514	HEALTH CAREERS EDUCATION CONSULTANT	A F	5,349.00 4,457.50	6,498.00 5,415.00	E
EO50	2520	HOME ECONOMICS EDUCATION CONSULTANT	A F	5,349.00 4,457.50	6,498.00 5,415.00	E
EO90	2524	INDUSTRIAL AND TECHNOLOGY EDUCATION CONSULTANT	A F	5,349.00 4,457.50	6,498.00 5,415.00	E
FM50	2951	LIBRARIAN	A F	3,920.00 3,266.67	4,762.00 3,968.33	E
FM65	2958	LIBRARY PROGRAMS CONSULTANT	A F	5,349.00 4,457.50	6,498.00 5,415.00	E
TN20	8250	NURSING EDUCATION CONSULTANT	A F	5,349.00 4,457.50	6,498.00 5,415.00	E
FG45	2260	NUTRITION EDUCATION ASSISTANT	A B F G	4,031.00 4,867.00 3,359.17 4,055.33	4,896.00 5,914.00 4,080.00 4,928.33	E
FG50	2261	NUTRITION EDUCATION CONSULTANT	A F	5,349.00 4,457.50	6,498.00 5,415.00	E
EK20	2743	PRIVATE POSTSECONDARY EDUCATION SENIOR SPECIALIST	A F	5,349.00 4,457.50	6,498.00 5,415.00	E
EK10	2742	PRIVATE POSTSECONDARY EDUCATION SPECIALIST	A B F G	4,031.00 4,867.00 3,359.17 4,055.33	4,896.00 5,914.00 4,080.00 4,928.33	E
FG41	2773	SCHOOL HEALTH EDUCATION ASSISTANT	A B F G	4,031.00 4,867.00 3,359.17 4,055.33	4,896.00 5,914.00 4,080.00 4,928.33	E


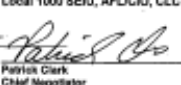
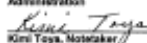


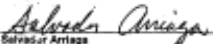



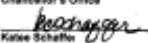


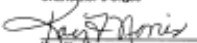





Schem Code	Class Code	Classification Title	Alt Rng	Current Salary		Work Week Grp
				Minimum Salary	Maximum Salary	
FG40	2772	SCHOOL HEALTH EDUCATION CONSULTANT	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EL70	2506	SENIOR ASSOCIATE IN POSTSECONDARY EDUCATION STUDIES	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
FM41	2943	SENIOR LIBRARIAN	A	4,262.00	5,178.00	E
			F	3,551.67	4,315.00	
FF59	2754	SPECIAL EDUCATION ASSISTANT	A	4,031.00	4,896.00	E
			B	4,867.00	5,914.00	
			F	3,359.17	4,080.00	
			G	4,055.33	4,928.33	
FF60	2764	SPECIAL EDUCATION CONSULTANT	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EM51	2539	SPECIALIST IN ACADEMIC PLANNING AND DEVELOPMENT, CALIFORNIA COMMUNITY COLLEGES	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EM85	2530	SPECIALIST IN AGRICULTURAL EDUCATION CALIFORNIA COMMUNITY COLLEGES	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EM87	2531	SPECIALIST IN BUSINESS EDUCATION CALIFORNIA COMMUNITY COLLEGES	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EM89	2540	SPECIALIST IN CRIMINAL JUSTICE EDUCATION CALIFORNIA COMMUNITY COLLEGES	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EM54	2544	SPECIALIST IN EMPLOYMENT AND CERTIFICATION, CALIFORNIA COMMUNITY COLLEGES	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EM70	2508	SPECIALIST IN FACILITIES PLANNING AND UTILIZATION CALIFORNIA COMMUNITY COLLEGES	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EM82	2525	SPECIALIST IN FISCAL PLANNING AND ADMINISTRATION, CALIFORNIA COMMUNITY COLLEGES	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EM91	2458	SPECIALIST IN GENERAL VOCATIONAL EDUCATION CALIFORNIA COMMUNITY COLLEGES	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EM93	2535	SPECIALIST IN HEALTH OCCUPATIONS CALIFORNIA COMMUNITY COLLEGES	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EM95	2465	SPECIALIST IN HOMEMAKING EDUCATION CALIFORNIA COMMUNITY COLLEGES	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EM97	2534	SPECIALIST IN INDUSTRIAL EDUCATION CALIFORNIA COMMUNITY COLLEGES	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EM55	2551	SPECIALIST IN INFORMATION SYSTEMS AND ANALYSIS, CALIFORNIA COMMUNITY COLLEGES	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EM71	2560	SPECIALIST IN LIBRARY PLANNING AND DEVELOPMENT, CALIFORNIA COMMUNITY COLLEGES	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	

Schem Code	Class Code	Classification Title	Alt Rng	<u>Current Salary</u>		Work Week Grp
				Minimum Salary	Maximum Salary	
EM99	2547	SPECIALIST IN PUBLIC SERVICE OCCUPATIONS CALIFORNIA COMMUNITY COLLEGES	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EM63	2565	SPECIALIST IN STUDENT SERVICES PLANNING AND DEVELOPMENT, CALIFORNIA COMMUNITY COLLEGES	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
ES60	2594	TEXTBOOK CONSULTANT	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	
EQ70	2620	VOCATIONAL EDUCATION GENDER EQUITY CONSULTANT	A	5,349.00	6,498.00	E
			F	4,457.50	5,415.00	

# SIGNATURE PAGE

## Bargaining Unit 21 Education Consultants and Library, Memorandum of Understanding July 3, 2003 -- June 30, 2005

State of California Honorable Gray Davis Governor	California State Employee Association Local 1000 SEIU, AFL/CIO, CLC
 Kathryn Perreiras Peterson Chief Negotiator California Department of Personnel Administration	 Patrick Clark Chief Negotiator California State Employee Association
 Kimi Toya, Notetaker California Department of Education	 Audrey Moore, Chair California State Library
 Tonya Blood California Department of Consumer Affairs	 Salvador Arriaga California Department of Education
 Mary Butera California Commission on Teacher Credentialing	 Terry Lavehead California Community Colleges Chancellor's Office
 Terri Hanson California Department of Education	 Kilee Schaffer California Department of Education
 Barbara Kneass-Hoff California Community Colleges Chancellor's Office	 Carol Smith California Department of Education
 Kari Hovis California State Library	 Jeanne Templeman California Department of Consumer Affairs
 Karen Sanders California Department of Personnel Administration	 Debbie Vasquez California Community Colleges Chancellor's Office